



Amendment No. 5
to
Agreement No. 9100 NG150000032
for
Social Services
between
MEALS ON WHEELS AND MORE, INC.
and the
CITY OF AUSTIN
(Meals on Wheels)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Four Hundred Eighty Two Thousand Seven Hundred dollars (\$482,700)***. The total Agreement amount is recapped below:

| Term | Agreement Change Amount | Total Agreement Amount |
|--|-------------------------|------------------------|
| Basic Term: (Sept. 1, 2015 – Sept. 30, 2018) | n/a | \$ 1,302,849 |
| Amendment No. 1: Add funds to Agreement and modify Exhibits | \$ 78,168 | \$ 1,381,017 |
| Amendment No. 2: Add funds to Agreement and modify Exhibits | \$ 21,176 | \$ 1,402,193 |
| Amendment No. 3: Add funds to Agreement and modify Exhibits | \$ 11,773 | \$ 1,413,966 |
| Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019) | \$ 482,700 | \$ 1,896,666 |
| Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020) | \$ 482,700 | \$ 2,379,366 |

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. *[Revised 7/25/2019]*

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. *[Revised 8/1/2019]*

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. *[Revised 8/1/2019]*

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$482,700 (Four Hundred Eighty Two Thousand Seven Hundred dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: 

MEALS ON WHEELS AND MORE, INC.
Adam Hauser, President & CEO
3227 East 5th St
Austin, TX 78702

Date: 9/2/19

CITY OF AUSTIN

Signature: 

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10/08/19

Approved by: 

Program Work Statement

Contract Start Date

9/1/2015

*Contract End Date*9/30/2020

Program Goals And Objectives

The primary goal of the Meals on Wheels (MOW) program is to provide services for the elderly, specifically to improve the physical well-being of elderly and individuals living with disabilities. The program enables the target population achieve physical well-being by providing free, home-delivered, nutritious, daily meals.

Program Clients Served

MOW serves homebound older and disabled adults who, because of frailty, increased level of physiological disability, and limited income, often struggle with food insecurity and hunger in their lives. Seniors and persons with disabilities enrolled have difficulty preparing nutritious meals; are primarily homebound and do not have support of friends or family to help them during the day.

Most of the MOW clients for this program are City of Austin/Travis County residents who earn up to 200% FPL. When City of Austin monitors come on-site, the following documentation will be used to verify program eligibility:

Residency: Case managers visit the client home to verify residency. Subsequently, volunteers and case managers visit the client in home to provide services. This address is documented in the client file by MOW staff. A supervisor initials and dates the address to confirm accuracy. Program staff document that the location of the client's residence is within the City of Austin and/or Travis County.

Income: Clients self-declare household income during the case manager's initial visit to the client home, which is recorded in the MOW client database. This is recertified on an annual basis.

Indicator of Need: A standardized functional screening tool is administered during the initial home visit to help determine if meals are needed by a potential client. A score of 20 or above serves as an indicator of need. When exceptions to the functional tool are needed, they are approved by a supervisor.

Program Services And Delivery

The MOW Program employs three main strategies to ensure that homebound seniors and adults with disabilities are not without necessities of food, clothing, health, shelter, and in some cases, behavioral care or constitutionally-guaranteed legal rights. These three strategies are delivering nutritious meals, providing case management services, and offering clients the chance to connect socially with others. To help older and disabled adults stay healthy, MOW provides quality meals that are dietitian designed and nutrient dense meeting 1/3 of the Dietary Reference Intakes and follow the most current Dietary Guidelines for Americans. Prepared in its commercial kitchen, menus are planned with clients' preferences and health needs in mind. MOW administers a food survey to clients which drives menu planning each year. Based on these results, throughout the menu cycle, MOW provides ethnic/cultural meals that are most requested by clients, which at present are southern comfort and Tex-Mex. Still, MOW offers Asian and vegetarian options as well but less often since, these meals are not in high demand currently. However, to address the varying dietary needs and preferences of its clients, the agency offers a 'Choice Meal Program' so eligible clients can choose their lunchtime entrée (e.g., beef versus vegetarian), which aligns with the mission to promote dignity and independence. MOW offers a variety of medically-tailored meals to meet the needs of almost any medical condition, a true enhancement of its meal program. Case management connects clients to the other basic services that the agency may not provide.

Intake specialists in the Client Services Department provide the initial assessment for those who apply for meal delivery. The intake process includes an extensive phone screening through which the intake specialists collect detailed information about the client's living situation, physical and mental health condition, financial and legal issues.

After the initial phone interview, the client is matched with a case manager according to the severity of the client's case. Clients with a high risk of moving into a more restricted living arrangement, such as nursing homes, receive comprehensive case management from the most experienced case managers—the CARE (Comprehensive Assessment for Resources and Empowerment) Team. The CARE Services case managers conduct face-to-face, in-home, bio-psychosocial assessments to identify the strengths and weaknesses of each client by using a standardized, evaluative assessment tool which offers a holistic review of needed services while focusing on the medical, cognitive, nutritional, and functional deficits or strengths of each client.

*Created 4/29/2015 9:48:00 AM**Last Modified, If Applicable 7/25/2019 11:35:00 AM*

Program Work Statement

Contract Start Date**9/1/2015*****Contract End Date*****9/30/2020**

The CARE Services case managers identify individualized social services for clients with complicated situations such as unsafe living situations, pending evictions or unmet medical and mental health needs. The case manager's goal is to provide resources necessary to help the client solve complicated problems that, if left unsolved, could lead to premature institutionalization.

Lower-risk clients are served by members of Supportive Services case manager team who visit and receive calls from clients, their friends, and family members and ensure that the clients' basic needs are met. In addition to the meal program, both CARE Team members and Supportive case managers refer clients to Meals on Wheels Central Texas' (MOWCTX) internal programs such as the Handy Wheels program, the Home Repair program, the PALS (Pets Assisting the Lives of Seniors) program, and Groceries to Go. When MOWCTX's internal programs are not enough to meet a client's complex needs, case managers refer clients to programs offered by the City, County, and other community-based organizations throughout the Central Texas region. Through this two-tiered case management approach, clients are aware of the resources available to them so that they have optimal physical and mental health and live in safe and stable environments.

Volunteer or staff delivery provides a social connection for clients, many of whom live alone and experience feelings of isolation and ensures that those delivering the meals get to know the clients on their weekly delivery routes. Volunteers are trained in how critical their role is in terms of seeing the clients each delivery day and checking on the welfare of each person who is on their route. The volunteers help keep case managers informed and alerted to situations that call for immediate attention.

Volunteers are required to go through extensive background screening requirements that MOWCTX must follow with Texas Health and Human Services (HHS). Under the current Texas Administrative Code (T.A.C.) and MOWCTX policy, four background checks must be conducted and approved for employment or volunteer eligibility. MOWCTX retains the documentation to demonstrate background checks have been conducted.

These background checks include:

- Criminal Background Check (CBC)
- Employment Misconduct Registry Check (EMR)
- Nurse Aide Registry Check (NAR)
- National Sex Offender Registry Check (NSO)

System for Collecting and Reporting Program Data

MOWCTX uses Microsoft SQL Server data management system. This database, with over 26,000 unique client entries, is used daily to record client information, schedule volunteer assignments, track meal deliveries, and report on services. Client information is entered into the Client Database by both intake personnel and staff social workers. Daily delivery records are recorded by the Customer Service Team. Volunteer delivery records are entered into a Volunteer Database by the volunteers checking in and delivering each day. The Software Database Manager designs and modifies the database, creates reports, and maintains the system's accuracy and effectiveness. MOWCTX is also in the process of an organization-wide transition to a Salesforce technology platform that will enable the agency to better track and evaluate data, opening new avenues for program success measurement. The Volunteer Services Department has completed the transition and is currently tracking and managing all volunteer-related data using Salesforce.

The Information Technology Department of MOWCTX supports the operations and objectives of the organization with respect to the collection, storage, analysis and presentation of data. The Software Database Manager has either designed and/or modified 5 specialized databases to enhance overall operations; including distribution of meals, the recruitment and retention of volunteers, client services and supportive programs. Front line staff and direct supervisors have designated access to data. In addition, each MOWCTX department has a designated Salesforce user to assist with data collection and reporting.

The Vice President for Client Services is responsible for reporting compliance for the contract. This includes reviewing data, running reports, and administering client surveys on a monthly, quarterly and annual basis.

Performance Evaluation

Data is used on a regular basis to review the status of program operations and identify potential problems. MOW uses monthly reports that address demographic and program statistics. In addition, MOW regularly runs reports to determine the location of routes and how many are covered by volunteers.

*Created 4/29/2015 9:48:00 AM**Last Modified, If Applicable 7/25/2019 11:35:00 AM*

Program Work Statement

Contract Start Date**9/1/2015*****Contract End Date*****9/30/2020**

Any trend changes identified through these reports are discussed among the Senior Staff.

The Vice President, managers and members of the Client Services Department are responsible for ensuring that the team meets performance projections. All staff are engaged and asked for process feedback in weekly and staff meetings, and management meetings. Managers review the productivity of their individual teams to ensure that goals are being met.

The Vice President for Nutrition, Health and Impact is responsible for overseeing the development of both the metrics and methods for data collection and reporting for all MOWCTX programs, including the Meals on Wheels program. As a Registered and Licensed Dietitian Nutritionist (RDN), she oversees and plans the production of nine medically-tailored diets MOWCTX provides and ensures that they meet the most current US Department of Agriculture's Dietary Guidelines for Americans and provide one-third of the Daily Reference Intake of vital nutrients. In addition to designing the menus, the NHI team evaluates the effectiveness of meal program as well as providing nutrition information to clients.

Quality Improvement

Data is used on a regular basis to review the status of program operations and identify potential problems. MOW uses monthly reports that address demographic and program use statistics. MOW conducts annual surveys to monitor client satisfaction with meals and with case management services.

A management report that highlights important statistics and program activities is sent to the Board every month. The Board also receives a monthly Treasurer's Report that examines the Statement of Revenue and Expenditures as well as trends of revenue, expenses and operating reserves. These monthly reports allow the Board to conduct their oversight of the organization. All Board Members have also volunteered as meal drivers at some point and have seen firsthand the multitude of challenges faced by clients. The Board will suggest opportunities to the President and C.E.O. and he will discuss and develop a plan with all Senior Staff potentially involved in the new opportunity to determine if it is feasible to go forward.

Service Coordination with Other Agencies

The MOW program partners with churches to serve as geographically-diverse meal pick-up sites, so volunteers collect and deliver meals efficiently all over Austin. Case managers also work very closely with the variety of social service agencies like Adult Protective Services Community Board, Family Eldercare, AGE of Central Texas, City of Austin Customer Assistance Program/Plus 1 Funding (CAP), Best Single Source Plus, Urban Roots, and many other service providers to help clients navigate services in the community essential to their well-being. Case managers regularly refer MOW clients to the local agencies identified above and receive referrals from them.

In 2016, MOWCTX also acquired Helping the Aging, Needy, and Disabled, Inc. (dba Meals on Wheels Central Texas In-Home Care), a non-profit home-care agency serving low-income clients in Austin with in-home care. As part of this acquisition, MOWCTX adopted In-Home Care as part of its holistic platform of care, with the continued goal of helping homebound elderly and adults living with disabilities to remain living independently. The In-Home Care program officially moved its offices into MOWCTX headquarters and adopted its dba name in October 2017. MOWCTX In-Home Care remains its own 501(c)(3) with a separate budget.

Central Texas Food Bank – provides shelf stable groceries for Healthy Options Program for the Elderly (HOPE), which serves low-income clients who need additional food.

The Steve Hicks School of Social Work at The University of Texas at Austin: Meals on Wheels case managers and clients benefit from research projects of UT Austin professors and often participate in research studies designed to help combat isolation and depression.

The Best Single Source Plus Program: designed to assist low-income individuals with rent and utility assistance based on the concept of "no wrong door." Any prospective client would be matched with the agency best equipped to meet the unique needs of the individual.

Meals on Wheels and More is involved in this project because it works closely with homebound older and disabled adults who fit the criteria for the BSS Plus. The CARE Services Team case managers identify clients during the in-home assessment process who will benefit from financial assistance to pay their utility bills and will benefit from intensive case management program which will work with them to establish self-sufficiency over a three-month period.

*Created 4/29/2015 9:48:00 AM**Last Modified, If Applicable 7/25/2019 11:35:00 AM*

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2020

CARE Team Services case managers also refer eligible BSS clients to other City of Austin Discount Programs for enrollment.

The Austin Housing Repair Coalition (AHRC) is an impactful coalition that leverages funding, resources, and social services to ensure that low-income homeowners can live in a healthy, safe, and energy efficient home. AHRC is a collaboration of 12 organizations that provide housing, housing repairs, social services, and advocacy for individuals and families. MOWCTX was an early partner of the coalition because clients on the meal program are often low-income homeowners whose homes needed repair and modification. The Vice President of the Home Repair Program served as one of the founding members of the Coalition.

Finally, the most important partnerships are with the community, specifically with the agency's base of approximately 8,000 volunteers who deliver meals, allowing MOW to put more than \$2.7 million dollars in savings back into providing services.

Service Collaboration with Other Agencies

There is no collaboration funded through this program.

Community Planning Activities

Meals on Wheels Central Texas is active in community planning activities through its participation on the following councils, boards, or groups:

- One Voice Central Texas
- Community Health Improvement Plan
- Aging Services Council
- Aging and Disability Resource Center (ADRC)
- Age Well and Live Well
- Austin Energy – Discount Steering Committee
- Ending Community Homelessness Coalition (ECHO) – HMIS Subcommittee
- Housing Authority of the City of Austin (HACA) Resident Protection Advisory Team
- Grace School of Social Work
- Best Single Source (BSS) Partner Meetings
- Cultural Competency Committee for Aging Services Council
- Austin Healthcare Council

Program Performance Measures

| <i>Contract Start</i> 9/1/2015 | | <i>Contract End</i> 9/30/2020 | <i>Period Performance Start</i> 10/1/2019 | <i>Period Performance End</i> 9/30/2020 |
|-----------------------------------|--|----------------------------------|--|--|
| Outputs | | | | |
| <i>OP #</i> | <i>Output Measure Description</i> | <i>Period Goal</i> | | |
| | | <i>City</i> | <i>Other</i> | <i>Total</i> |
| 1 | Total Number of Unduplicated Clients Served | 300 | 2615 | 2915 |
| 2 | Number of 1st meals prepared during the 12-month contract period | 52530 | 457470 | 510000 |

Program Performance Measures

| | | <i>Contract Start</i> 9/1/2015 | <i>Contract End</i> 9/30/2020 | <i>Period Performance Start</i> 10/1/2019 | <i>Period Performance End</i> 9/30/2020 |
|--------------------|---|-----------------------------------|----------------------------------|--|--|
| <hr/> | | | | | |
| Outcomes | | | | | |
| OC Item | Outcome Measure Description | | | | Total Program Goal |
| 1 Num | Number of households receiving services that maintain housing due to receiving essential services | | | | 1129 |
| 1 Den | Number of households receiving essential services | | | | 1441 |
| 1 Rate | Percent of households that maintain housing due to receiving essential services | | | | 78.35 |

Program Budget and Narrative

Program Start 10/1/2019
 Program End 9/30/2020

| | <i>City Share</i> | <i>Other</i> | <i>Total</i> |
|---|---------------------|-----------------------|-----------------------|
| <i>Salary plus Benefits</i> | \$145,785.00 | \$2,174,433.00 | \$2,320,218.00 |
| <i>General Operations Expenses</i> | \$336,915.00 | \$2,137,809.00 | \$2,474,724.00 |
| <i>Program Subgrantees</i> | \$0.00 | \$0.00 | \$0.00 |
| <i>Staff Travel</i> | \$0.00 | \$0.00 | \$0.00 |
| <i>Conferences</i> | \$0.00 | \$0.00 | \$0.00 |
| <i>Operations SubTotal</i> | \$336,915.00 | \$2,137,809.00 | \$2,474,724.00 |
| <i>Food and Beverages for Clients</i> | \$0.00 | \$0.00 | \$0.00 |
| <i>Financial Direct Assistance to Clients</i> | \$0.00 | \$0.00 | \$0.00 |
| <i>Other Assistance</i> | Please Specify | Please Specify | Please Specify |
| <i>Other Assistance Amount</i> | \$0.00 | \$0.00 | \$0.00 |
| <i>Direct Assistance SubTotal</i> | \$0.00 | \$0.00 | \$0.00 |
| <i>Capital Outlay Amount</i> | \$0.00 | \$0.00 | \$0.00 |
| Total | \$482,700.00 | \$4,312,242.00 | \$4,794,942.00 |

Detailed Budget Narrative**Salaries plus Benefits**

Salaries and benefits relating to administration and operation of the Meals on Wheels program. Benefits include payroll taxes, health insurance, and retirement plan.

General Op Expenses

Building maintenance, utilities, printing, office supplies, telephone, security, janitorial, postage, food transportation, insurance, employee training, audit, mortgage interest.
 Purchasing, preparation, and packaging of meals.

Program Subgrantees**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 4
to
Agreement No. NG150000032
for
Social Services
between
MEALS ON WHEELS AND MORE, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Four Hundred Eighty Two Thousand Seven Hundred dollars (\$482,700)***. The total Agreement amount is recapped below:

| Term | Agreement Change Amount | Total Agreement Amount |
|--|-------------------------------|------------------------------|
| Basic Term: (Sept. 1, 2015 – Sept. 30, 2018) | n/a | \$ 1,302,849 |
| Amendment No. 1: Add funds to Agreement and modify Exhibits | \$ 78,168 | \$ 1,381,017 |
| Amendment No. 2: Add funds to Agreement and modify Exhibits | \$ 21,176 | \$ 1,402,193 |
| Amendment No. 3: Add funds to Agreement and modify Exhibits | \$ 11,773 | \$ 1,413,966 |
| Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019) | \$ 482,700 | \$ 1,896,666 |

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/30/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/30/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$482,700 (*Four Hundred Eighty Two Thousand Seven Hundred dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.

- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: 

MEALS ON WHEELS AND MORE, INC.
Adam Hauser, President & CEO
3227 East 5th St
Austin, TX 78702

Date: 7/23/18

CITY OF AUSTIN

Signature: 

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10-10-18

Program Performance Measures

Contract Start
9/1/2015

Contract End
9/30/2019

Period Performance Start
10/1/2018

Period Performance End
9/30/2019

Outputs

| OP # | Output Measure Description | Period Goal | | |
|-----------------|--|--------------------|--------------|--------------|
| | | City | Other | Total |
| 1 | Total Number of Unduplicated Clients Served | 320 | 2595 | 2915 |
| 2 | Number of 1st meals prepared during the 12-month contract period | 53550 | 456450 | 510000 |

Program Performance Measures*Contract Start*
9/1/2015*Contract End*
9/30/2019*Period Performance Start*
10/1/2018*Period Performance End*
9/30/2019***Outcomes***

| <i>OC Item</i> | <i>Outcome Measure Description</i> | <i>Total Program Goal</i> |
|---------------------------|---|--|
| 1 Num | Number of households receiving services that maintain housing due to receiving essential services | 1129 |
| 1 Den | Number of households receiving essential services | 1441 |
| 1 Rate | Percent of households that maintain housing due to receiving essential services | 78.35 |

Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

| | City Share | Other | Total |
|--|----------------|----------------|----------------|
| Salary plus Benefits | \$145,785.00 | \$1,983,130.00 | \$2,128,915.00 |
| General Operations Expenses | \$65,142.00 | \$702,394.00 | \$767,536.00 |
| Program Subgrantees | \$0.00 | \$0.00 | \$0.00 |
| Staff Travel | \$0.00 | \$0.00 | \$0.00 |
| Conferences | \$0.00 | \$0.00 | \$0.00 |
| Operations SubTotal | \$65,142.00 | \$702,394.00 | \$767,536.00 |
| Food and Beverages for Clients | \$271,773.00 | \$1,027,840.00 | \$1,299,613.00 |
| Financial Direct Assistance to Clients | \$0.00 | \$0.00 | \$0.00 |
| Other Assistance | Please Specify | Please Specify | Please Specify |
| Other Assistance Amount | \$0.00 | \$0.00 | \$0.00 |
| Direct Assistance SubTotal | \$271,773.00 | \$1,027,840.00 | \$1,299,613.00 |
| Capital Outlay Amount | \$0.00 | \$0.00 | \$0.00 |
| Total | \$482,700.00 | \$3,713,364.00 | \$4,196,064.00 |

Detailed Budget Narrative**Salaries plus Benefits**

Salaries and benefits relating to administration and operation of the Meals on Wheels program. Benefits include payroll taxes, health insurance, and retirement plan.

General Op Expenses

Building maintenance, utilities, printing, office supplies, telephone, security, janitorial, postage, food transportation, insurance, employee training, audit, mortgage interest.

Program Subgrantees**Staff Travel****Conferences****Food and Beverage**

Purchasing, preparation, and packaging of meals.

Financial Assistance**Other Assistance****Capital Outlay**



Amendment No. 3
to
Agreement No. NG150000032
for
Social Services
between
MEALS ON WHEELS AND MORE, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Eleven Thousand Seven Hundred Seventy Three dollars (\$11,773)***. The total Agreement amount is recapped below:

| Term | Agreement Change Amount | Total Agreement Amount |
|---|-------------------------|------------------------|
| Basic Term: (Sept. 1, 2015 – Sept. 30, 2018) | n/a | \$ 1,302,849 |
| Amendment No. 1: Add funds to Agreement and modify Exhibits | \$ 78,168 | \$ 1,381,017 |
| Amendment No. 2: Add funds to Agreement and modify Exhibits | \$ 21,176 | \$ 1,402,193 |
| Amendment No. 3: Add funds to Agreement and modify Exhibits | \$ 11,773 | \$ 1,413,966 |

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 11/29/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$1,413,966 (One Million Four Hundred Thirteen Thousand Nine Hundred Sixty Six dollars)**, and \$482,700 (Four Hundred Eighty Two Thousand Seven Hundred dollars) per 12 month extension option, for a total Agreement amount of \$2,862,066. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$482,700 (Four Hundred Eighty Two Thousand Seven Hundred dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: 

MEALS ON WHEELS AND MORE, INC.
Adam Hauser, President & CEO
3227 East 5th St
Austin, TX 78702

Date: 12/20/17

CITY OF AUSTIN

Signature: 

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 2/26/18

Program Budget and Narrative

| | 1 | Period 2 | 3 | Contract Start Contract End | 9/1/2015 9/30/2018 |
|---|---------------------|---------------------|---------------------|--|-------------------------------|
| <i>Period Start Date</i> | 9/1/2015 | 10/1/2016 | 10/1/2017 | | |
| <i>Period End Date</i> | 9/30/2016 | 9/30/2017 | 9/30/2018 | | |
| Salary plus Benefits | \$135,197.00 | \$145,785.00 | \$145,785.00 | Total | \$426,767.00 |
| <i>General Operations Expenses</i> | \$65,142.00 | \$65,142.00 | \$65,142.00 | | \$195,426.00 |
| <i>Program Subgrantees</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| <i>Staff Travel</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| <i>Conferences</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Operations SubTotal | \$65,142.00 | \$65,142.00 | \$65,142.00 | | \$195,426.00 |
| <i>Food and Beverages for Clients</i> | \$260,000.00 | \$260,000.00 | \$271,773.00 | | \$791,773.00 |
| <i>Financial Direct Assistance to Clients</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| <i>Other Assistance Amount</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Direct Assistance SubTotal | \$260,000.00 | \$260,000.00 | \$271,773.00 | | \$791,773.00 |
| Capital Outlay Amount | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Total | \$460,339.00 | \$470,927.00 | \$482,700.00 | | \$1,413,966.00 |
| <i>Total Period Percentage</i> | 32.56 | 33.31 | 34.14 | | |

Detailed Budget Narrative**Salaries plus Benefits**

Salaries and benefits relating to administration and operation of the Meals on Wheels program. Benefits include payroll taxes, health insurance, and retirement plan.

General Op Expenses

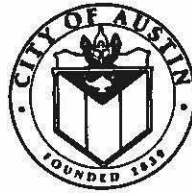
Building maintenance, utilities, printing, office supplies, telephone, security, janitorial, postage, food transportation, insurance, employee training, audit, mortgage interest.

Program Subgrantees**Staff Travel****Conferences****Food and Beverage**

Purchasing, preparation, and packaging of meals.

Financial Assistance**Other Assistance****Capital Outlay**

| Agency Name | Program Name | Original 37- Month Funding Amount | Original 3, 12-Month Extension Options | Original Total Contract Amount | Increase to 37- Month Agreement | Amended 37- Month Amount Funding Amount | Amended 3, 12- Month Extension Options | Amended Total Contract Amount |
|---|---|--|---|--------------------------------------|---------------------------------------|--|--|-------------------------------------|
| Any Baby Can of Austin, Inc. | Ready Families Collaborative | \$4,459,737 | \$1,486,579 | \$8,919,474 | \$267,582 | \$4,727,319 | \$1,575,773 | \$9,454,638 |
| Austin Independent School District | Primetime | \$1,921,833 | \$640,611 | \$3,843,666 | \$115,308 | \$2,037,141 | \$679,047 | \$4,074,282 |
| Austin Recovery | Self Sufficiency Continuum Services | \$1,371,249 | \$457,083 | \$2,742,498 | \$82,272 | \$1,453,521 | \$484,507 | \$2,907,042 |
| Caritas of Austin | Best Single Source Plus | \$9,992,721 | \$3,330,907 | \$19,985,442 | \$599,562 | \$10,592,283 | \$3,530,761 | \$21,184,566 |
| Child Inc. | Early Steps to School Readiness Summer and After | \$1,293,750 | \$431,250 | \$2,587,500 | \$77,625 | \$1,371,375 | \$457,125 | \$2,742,750 |
| Communities in Schools of Central Texas | Case Management & Pebble Project | \$1,427,469 | \$475,823 | \$2,854,938 | \$85,647 | \$1,513,116 | \$504,372 | \$3,026,232 |
| Easter Seals - Central Texas, Inc. | Housing Services, Early Childhood, Comprehensive | \$1,002,735 | \$334,245 | \$2,005,470 | \$60,162 | \$1,062,897 | \$354,299 | \$2,125,794 |
| Family Eldercare, Inc. | Essential senior, adult with disabilities and caregivers | \$1,053,519 | \$351,173 | \$2,107,038 | \$63,210 | \$1,116,729 | \$372,243 | \$2,233,458 |
| Goodwill Industries Central Texas | Ready to Work | \$2,095,977 | \$698,659 | \$4,191,954 | \$125,757 | \$2,221,734 | \$740,578 | \$4,443,468 |
| Meals on Wheels and More | Meals on Wheels | \$1,302,849 | \$434,283 | \$2,605,698 | \$78,168 | \$1,381,017 | \$460,339 | \$2,762,034 |
| Travis County Domestic Violence & Sexual Assault Survival Center dba | Victim Services | \$2,166,000 | \$722,000 | \$4,332,000 | \$129,960 | \$2,295,960 | \$765,320 | \$4,591,920 |
| Workforce Solutions | Workforce and Education Readiness Continuum | \$7,520,967 | \$2,506,989 | \$15,041,934 | \$451,257 | \$7,972,224 | \$2,657,408 | \$15,944,448 |
| Youth and Family Alliance dba Lifeworks | Collective Impact Continuum | \$2,428,800 | \$809,600 | \$4,857,600 | \$145,728 | \$2,574,528 | \$858,176 | \$5,149,056 |
| Total | | | | | \$2,282,238 | \$40,319,844 | \$13,439,948 | \$80,639,688 |



Amendment No. 2
to
Contract No. NG150000032
for
Social Services
between
MEALS ON WHEELS AND MORE, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Twenty One Thousand One Hundred Seventy Six dollars (\$21,176)***. The total Agreement amount is recapped below:

| Term | Contract Change Amount | Total Contract Amount |
|--|------------------------|-----------------------|
| Basic Term: (Sept. 1, 2015 – Sept. 30, 2018) | n/a | \$ 1,302,849 |
| Amendment No. 1: Add funds to Contract and modify Exhibits | \$ 78,168 | \$ 1,381,017 |
| Amendment No. 2: Add funds to Contract and modify Exhibits | \$ 21,176 | \$ 1,402,193 |

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/1/2017]

Exhibit E – Business Associate Agreement is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$1,402,193 (One Million Four Hundred Two Thousand One Hundred Ninety Three dollars)**, and **\$470,927 (Four Hundred Seventy Thousand Nine Hundred Twenty Seven dollars)**

per 12 month extension option, for a total Agreement amount of \$2,814,974. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$470,927 (*Four Hundred Seventy Thousand Nine Hundred Twenty Seven dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$470,927 (*Four Hundred Seventy Thousand Nine Hundred Twenty Seven dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against

which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use

13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ctkodem.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards**. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lv=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

6.0 MBE/WBE goals were not established for this Contract.

7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

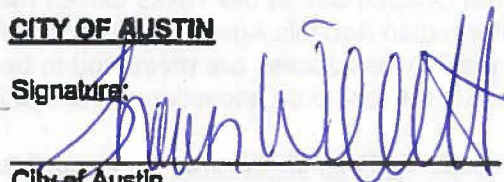
Signature:



MEALS ON WHEELS AND MORE, INC.
Dan Pruett, President & CEO
3227 East 5th St
Austin, TX 78702

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 3-8-17

Date: 4/10/17

Program Budget and Narrative

| | <i>1</i> | <i>Period 2</i> | <i>3</i> | <i>Contract Start 9/1/2015 Contract End 9/30/2018</i> |
|---|--------------|---------------------|--------------|---|
| <i>Period Start Date</i> | 9/1/2015 | 10/1/2016 | 10/1/2017 | |
| <i>Period End Date</i> | 9/30/2016 | 9/30/2017 | 9/30/2018 | <i>Total</i> |
| <i>Salary plus Benefits</i> | \$135,197.00 | \$145,785.00 | \$145,785.00 | \$426,767.00 |
| <i>General Operations Expenses</i> | \$65,142.00 | \$65,142.00 | \$65,142.00 | \$195,426.00 |
| <i>Program Subcontractors</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Staff Travel</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Conferences</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Operations SubTotal</i> | \$65,142.00 | \$65,142.00 | \$65,142.00 | \$195,426.00 |
| <i>Food and Beverages for Clients</i> | \$260,000.00 | \$260,000.00 | \$260,000.00 | \$780,000.00 |
| <i>Financial Direct Assistance to Clients</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Other Assistance Amount</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Direct Assistance SubTotal</i> | \$260,000.00 | \$260,000.00 | \$260,000.00 | \$780,000.00 |
| <i>Capital Outlay Amount</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Total</i> | \$460,339.00 | \$470,927.00 | \$470,927.00 | \$1,402,193.00 |
| <i>Total Period Percentage</i> | 32.83 | 33.59 | 33.59 | |

Detailed Budget Narrative

| | |
|-------------------------------|--|
| Salaries plus Benefits | Salaries and benefits relating to administration and operation of the Meals on Wheels program. Benefits include payroll taxes, health insurance, and retirement plan. |
| General Op Expenses | Building maintenance, utilities, printing, office supplies, telephone, security, janitorial, postage, food transportation, insurance, employee training, audit, mortgage interest. |
| Program Subcontractors | |
| Staff Travel | |
| Conferences | |
| Food and Beverage | Purchasing, preparation, and packaging of meals. |
| Financial Assistance | |
| Other Assistance | |
| Capital Outlay | |

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than **three** days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

| Agency Name | Program Name | Original 37-Month Funding Amount | Original 3, 12-Month Extension Options | Original Total Contract Amount | Increase to 37-Month Agreement | Amended 37-Month Amount Funding Amount | Amended 3, 12-Month Extension Options | Amended Total Contract Amount |
|--|--|----------------------------------|--|--------------------------------|--------------------------------|--|---------------------------------------|-------------------------------|
| Any Baby Can of Austin, Inc. | Ready Families Collaborative | \$4,459,737 | \$1,486,579 | \$8,919,474 | \$267,582 | \$4,727,319 | \$1,575,773 | \$9,454,638 |
| Austin Independent School District | Primetime | \$1,921,833 | \$640,611 | \$3,843,666 | \$115,308 | \$2,037,141 | \$679,047 | \$4,074,282 |
| Austin Recovery | Self Sufficiency Continuum Services | \$1,371,249 | \$457,083 | \$2,742,498 | \$82,272 | \$1,453,521 | \$484,507 | \$2,907,042 |
| Caritas of Austin | Best Single Source Plus | \$9,992,721 | \$3,330,907 | \$19,985,442 | \$599,562 | \$10,592,283 | \$3,530,761 | \$21,184,566 |
| Child Inc. | Early Steps to School Readiness Summer and After | \$1,293,750 | \$431,250 | \$2,587,500 | \$77,625 | \$1,371,375 | \$457,125 | \$2,742,750 |
| Communities in Schools of Central Texas | Case Management & Pebble Project | \$1,427,469 | \$475,823 | \$2,854,938 | \$85,647 | \$1,513,116 | \$504,372 | \$3,026,232 |
| Easter Seals - Central Texas, Inc. | Housing Services, Early Childhood, Comprehensive | \$1,002,735 | \$334,245 | \$2,005,470 | \$60,162 | \$1,062,897 | \$354,299 | \$2,125,794 |
| Family Eldercare, Inc. | Essential senior, adult with disabilities and caregivers | \$1,053,519 | \$351,173 | \$2,107,038 | \$63,210 | \$1,116,729 | \$372,243 | \$2,233,458 |
| Goodwill Industries Central Texas | Ready to Work | \$2,095,977 | \$698,659 | \$4,191,954 | \$125,757 | \$2,221,734 | \$740,578 | \$4,443,468 |
| Meals on Wheels and More | Meals on Wheels | \$1,302,849 | \$434,283 | \$2,605,698 | \$78,168 | \$1,381,017 | \$460,339 | \$2,762,034 |
| Travis County Domestic Violence & Sexual Assault Survival Center dba | Victim Services | \$2,166,000 | \$722,000 | \$4,332,000 | \$129,960 | \$2,295,960 | \$765,320 | \$4,591,920 |
| Workforce Solutions | Workforce and Education Readiness Continuum | \$7,520,967 | \$2,506,989 | \$15,041,934 | \$451,257 | \$7,972,224 | \$2,657,408 | \$15,944,448 |
| Youth and Family Alliance dba Lifeworks | Collective Impact Continuum | \$2,428,800 | \$809,600 | \$4,857,600 | \$145,728 | \$2,574,528 | \$858,176 | \$5,149,056 |
| Total | | | | | \$2,282,238 | \$40,319,844 | \$13,439,948 | \$80,639,688 |

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

| Evaluation Score | Agency Name | Program Name | 37-Month Funding | 3, 12-Month Extension Options | Total Contract Amount |
|-------------------------|--|---|-------------------------|--------------------------------------|------------------------------|
| 118 | Youth & Family Alliance (Lifeworks) | Collective Impact Continuum | \$2,428,800 | \$809,600 | \$4,857,600 |
| 115 | Meals on Wheels and More | Meals on Wheels | \$1,302,849 | \$434,283 | \$2,605,698 |
| 115 | Any Baby Can | Ready Families Collaborative (C-11) | \$4,459,737 | \$1,486,579 | \$8,919,474 |
| 115 | Austin Child Guidance Center | Underserved Families Mental Health Program | \$536,376 | \$178,792 | \$1,072,752 |
| 114 | Casa Marianella | Emergency Shelter | \$544,320 | \$181,440 | \$1,088,640 |
| 113 | Communities in Schools | Case Management & Pebble Project | \$1,427,469 | \$475,823 | \$2,854,938 |
| 113 | Travis County Domestic ... (SafePlace) | Expect Respect | \$494,760 | \$164,920 | \$989,520 |
| 113 | Theatre Action Project (Creative Action) | Del Valle Collaborative Afterschool Program (C-3) | \$845,934 | \$281,978 | \$1,691,868 |
| 113 | Family Eldercare | Living Well Collaborative (C-6) | \$514,764 | \$171,588 | \$1,029,528 |
| 111 | Travis County Domestic ... (SafePlace) | Victim Services | \$2,166,000 | \$722,000 | \$4,332,000 |
| 111 | Family Eldercare | Counseling Services | \$164,955 | \$54,985 | \$329,910 |
| 111 | Caritas of Austin | BSS+ (C-12) | \$9,992,721 | \$3,330,907 | \$19,985,442 |
| 110 | Austin Recovery | Self Sufficiency Continuum Services | \$1,371,249 | \$457,083 | \$2,742,498 |
| 110 | Caritas of Austin | Mental and Behavioral Health Services | \$643,377 | \$214,459 | \$1,286,754 |
| 110 | The ARC of the Capital Area | Family & Juvenile Transition Services | \$183,726 | \$61,242 | \$367,452 |
| 109 | Family Eldercare | Money Management | \$210,000 | \$70,000 | \$420,000 |
| 109 | Foundation Communities | Afterschool Summer Youth Program | \$420,000 | \$140,000 | \$840,000 |
| 109 | Capital Area Food Bank | Food Bank Services | \$681,141 | \$227,047 | \$1,362,282 |
| 109 | Foundation Communities | Tax Prep & Financial Programs | \$371,250 | \$123,750 | \$742,500 |
| 108 | VinCare Services of Austin | Saint Louise House | \$273,000 | \$91,000 | \$546,000 |
| 107 | Helping the Aging, Needy and Disabled (HAND) | Charitable Care/Sliding Scale | \$120,933 | \$40,311 | \$241,866 |
| 106 | Samaritan Center | Whole Body Mental Health Services | \$285,390 | \$95,130 | \$570,780 |
| 106 | Foundation for the Homeless | Family Rehousing Initiative | \$713,958 | \$237,986 | \$1,427,916 |
| 106 | Austin Children's Shelter | Wrap Around Residential Program | \$264,600 | \$88,200 | \$529,200 |
| 105 | Planned Parenthood | Sisters Saving Sisters Program | \$144,612 | \$48,204 | \$289,224 |
| 105 | Family Eldercare | Medication Management | \$163,800 | \$54,600 | \$327,600 |

| Evaluation Score | Agency Name | Program Name | 37-Month Funding | 3, 12-Month Extension Options | Total Contract Amount |
|---|---|---|------------------|-------------------------------|-----------------------|
| 105 | Workforce Solutions | Workforce and Education Readiness Continuum (C-13) | \$7,520,967 | \$2,506,989 | \$15,041,934 |
| 104 | Salvation Army | Pathways & Partnerships | \$681,864 | \$227,288 | \$1,363,728 |
| 103 | Court Appointed Special Advocates (CASA) | Transitioning Youth Program | \$120,000 | \$40,000 | \$240,000 |
| 102 | Goodwill Industries Central Texas | Ready to Work | \$2,095,977 | \$698,659 | \$4,191,954 |
| 99 | Easter Seals | Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services | \$1,002,735 | \$334,245 | \$2,005,470 |
| 97 | African American Youth Harvest Foundation | Enrichment of Low Income Youth | \$489,774 | \$163,258 | \$979,548 |
| 97 | Texas Riogrande Legal Aid | Legal Services | \$548,346 | \$182,782 | \$1,096,692 |
| 92 | YWCA | YW Counseling & Referral Ctr (YWERC) | \$348,714 | \$116,238 | \$697,428 |
| 90 | Austin ISD | Victory | \$615,600 | \$205,200 | \$1,231,200 |
| 82 | Austin ISD | Primetime | \$1,921,833 | \$640,611 | \$3,843,666 |
| 82 | Child Inc. | Early Steps to School Readiness Summer and After School Program | \$1,293,750 | \$431,250 | \$2,587,500 |
| * | Council on At-Risk Youth (CARY) | Ounce of Prevention | \$480,000 | \$160,000 | \$960,000 |
| * | River City Youth Foundation | Dove Springs | \$350,400 | \$116,800 | \$700,800 |
| Total | | | | | \$96,391,362 |
| * Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements. | | | | | |



Amendment No. 1
to
Contract No. NG150000032
for
Social Services
between
MEALS ON WHEELS AND MORE, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Seventy Eight Thousand One Hundred Sixty Eight dollars (\$78,168)**. The total Contract amount is recapped below:

| Term | Contract Change Amount | Total Contract Amount |
|--|------------------------|-----------------------|
| Basic Term: (Sept. 1, 2015 – Sept. 30, 2018) | n/a | \$ 1,302,849 |
| Amendment No. 1: Add funds to Contract and modify Exhibits | \$ 78,168 | \$ 1,381,017 |

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 4/5/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$1,381,017 (One Million Three Hundred Eighty One Thousand and Seventeen dollars)**, and \$460,339 (Four Hundred Sixty Thousand Three Hundred Thirty Nine dollars) per twelve (12) month extension option, for a total Contract amount of \$2,762,034. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$460,339 (Four Hundred Sixty Thousand Three Hundred Thirty Nine dollars);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$460,339 (Four Hundred Sixty Thousand Three Hundred Thirty Nine dollars);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$460,339 (Four Hundred Sixty Thousand Three Hundred Thirty Nine dollars).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature: _____

MEALS ON WHEELS AND MORE, INC.
Dan Pruett, President & CEO
3227 East 5th St
Austin, TX 78702

Date: _____

6th - 8 - 16

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: _____

7/7/16

Program Budget and Narrative

| | <i>1</i> | <i>Period 2</i> | <i>3</i> | <i>Contract Start Contract End</i> | <i>9/1/2015 9/30/2018</i> |
|---|---------------------|---------------------|---------------------|--|-------------------------------|
| <i>Period Start Date</i> | 9/1/2015 | 10/1/2016 | 10/1/2017 | | |
| <i>Period End Date</i> | 9/30/2016 | 9/30/2017 | 9/30/2018 | | |
| <i>Salary plus Benefits</i> | \$135,197.00 | \$135,197.00 | \$135,197.00 | Total | \$405,591.00 |
| <i>General Operations Expenses</i> | \$65,142.00 | \$65,142.00 | \$65,142.00 | | \$195,426.00 |
| <i>Program Subcontractors</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| <i>Staff Travel</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| <i>Conferences</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| <i>Operations SubTotal</i> | \$65,142.00 | \$65,142.00 | \$65,142.00 | | \$195,426.00 |
| <i>Food and Beverages for Clients</i> | \$260,000.00 | \$260,000.00 | \$260,000.00 | | \$780,000.00 |
| <i>Financial Direct Assistance to Clients</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| <i>Other Assistance Amount</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| <i>Direct Assistance SubTotal</i> | \$260,000.00 | \$260,000.00 | \$260,000.00 | | \$780,000.00 |
| <i>Capital Outlay Amount</i> | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Total | \$460,339.00 | \$460,339.00 | \$460,339.00 | | \$1,381,017.00 |
| <i>Total Period Percentage</i> | 33.33 | 33.33 | 33.33 | | |

Detailed Budget Narrative**Salaries plus Benefits**

Salaries and benefits relating to administration and operation of the Meals on Wheels program. Benefits include payroll taxes, health insurance, and retirement plan.

General Op Expenses

Building maintenance, utilities, printing, office supplies, telephone, security, janitorial, postage, food transportation, insurance, employee training, audit, mortgage interest, depreciation.

Program Subcontractors**Staff Travel****Conferences****Food and Beverage**

Purchasing, preparation, and packaging of meals.

Financial Assistance**Other Assistance****Capital Outlay**

| Agency Name | Program Name | Original 37- Month Funding Amount | Original 3, 12-Month Extension Options | Original Total Contract Amount | Increase to 37- Month Agreement | Amended 37- Month Amount Funding Amount | Amended 3, 12- Month Extension Options | Amended Total Contract Amount |
|---|---|--|---|--------------------------------------|---------------------------------------|--|--|-------------------------------------|
| Any Baby Can of Austin, Inc. | Ready Families Collaborative | \$4,459,737 | \$1,486,579 | \$8,919,474 | \$267,582 | \$4,727,319 | \$1,575,773 | \$9,454,638 |
| Austin Independent School District | Primetime | \$1,921,833 | \$640,611 | \$3,843,666 | \$115,308 | \$2,037,141 | \$679,047 | \$4,074,282 |
| Austin Recovery | Self Sufficiency Continuum Services | \$1,371,249 | \$457,083 | \$2,742,498 | \$82,272 | \$1,453,521 | \$484,507 | \$2,907,042 |
| Caritas of Austin | Best Single Source Plus | \$9,992,721 | \$3,330,907 | \$19,985,442 | \$599,562 | \$10,592,283 | \$3,530,761 | \$21,184,566 |
| Child Inc. | Early Steps to School Readiness Summer and After | \$1,293,750 | \$431,250 | \$2,587,500 | \$77,625 | \$1,371,375 | \$457,125 | \$2,742,750 |
| Communities in Schools of Central Texas | Case Management & Pebble Project | \$1,427,469 | \$475,823 | \$2,854,938 | \$85,647 | \$1,513,116 | \$504,372 | \$3,026,232 |
| Easter Seals - Central Texas, Inc. | Housing Services, Early Childhood Comprehensive | \$1,002,735 | \$334,245 | \$2,005,470 | \$60,162 | \$1,062,897 | \$354,299 | \$2,125,794 |
| Family Eldercare, Inc. | Essential senior, adult with disabilities and caregivers | \$1,053,519 | \$351,173 | \$2,107,038 | \$63,210 | \$1,116,729 | \$372,243 | \$2,233,458 |
| Goodwill Industries Central Texas | Ready to Work | \$2,095,977 | \$698,659 | \$4,191,954 | \$125,757 | \$2,221,734 | \$740,578 | \$4,443,468 |
| Meals on Wheels and More | Meals on Wheels | \$1,302,849 | \$434,283 | \$2,605,698 | \$78,168 | \$1,381,017 | \$460,339 | \$2,762,034 |
| Travis County Domestic Violence & Sexual Assault Survival Center dba | Victim Services | \$2,166,000 | \$722,000 | \$4,332,000 | \$129,960 | \$2,295,960 | \$765,320 | \$4,591,920 |
| Workforce Solutions | Workforce and Education Readiness Continuum | \$7,520,967 | \$2,506,989 | \$15,041,934 | \$451,257 | \$7,972,224 | \$2,657,408 | \$15,944,448 |
| Youth and Family Alliance dba Lifeworks | Collective Impact Continuum | \$2,428,800 | \$809,600 | \$4,857,600 | \$145,728 | \$2,574,528 | \$858,176 | \$5,149,056 |
| Total | | | | | \$2,282,238 | \$40,319,844 | \$13,439,948 | \$80,639,688 |

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

| Evaluation Score | Agency Name | Program Name | 37-Month Funding | 3, 12-Month Extension Options | Total Contract Amount |
|-------------------------|--|---|-------------------------|--------------------------------------|------------------------------|
| 118 | Youth & Family Alliance (Lifeworks) | Collective Impact Continuum | \$2,428,800 | \$809,600 | \$4,857,600 |
| 115 | Meals on Wheels and More | Meals on Wheels | \$1,302,849 | \$434,283 | \$2,605,698 |
| 115 | Any Baby Can | Ready Families Collaborative (C-11) | \$4,459,737 | \$1,486,579 | \$8,919,474 |
| 115 | Austin Child Guidance Center | Underserved Families Mental Health Program | \$536,376 | \$178,792 | \$1,072,752 |
| 114 | Casa Marianella | Emergency Shelter | \$544,320 | \$181,440 | \$1,088,640 |
| 113 | Communities in Schools | Case Management & Pebble Project | \$1,427,469 | \$475,823 | \$2,854,938 |
| 113 | Travis County Domestic ... (SafePlace) | Expect Respect | \$494,760 | \$164,920 | \$989,520 |
| 113 | Theatre Action Project (Creative Action) | Del Valle Collaborative Afterschool Program (C-3) | \$845,934 | \$281,978 | \$1,691,868 |
| 113 | Family Eldercare | Living Well Collaborative (C-6) | \$514,764 | \$171,588 | \$1,029,528 |
| 111 | Travis County Domestic ... (SafePlace) | Victim Services | \$2,166,000 | \$722,000 | \$4,332,000 |
| 111 | Family Eldercare | Counseling Services | \$164,955 | \$54,985 | \$329,910 |
| 111 | Caritas of Austin | BSS+ (C-12) | \$9,992,721 | \$3,330,907 | \$19,985,442 |
| 110 | Austin Recovery | Self Sufficiency Continuum Services | \$1,371,249 | \$457,083 | \$2,742,498 |
| 110 | Caritas of Austin | Mental and Behavioral Health Services | \$643,377 | \$214,459 | \$1,286,754 |
| 110 | The ARC of the Capital Area | Family & Juvenile Transition Services | \$183,726 | \$61,242 | \$367,452 |
| 109 | Family Eldercare | Money Management | \$210,000 | \$70,000 | \$420,000 |
| 109 | Foundation Communities | Afterschool Summer Youth Program | \$420,000 | \$140,000 | \$840,000 |
| 109 | Capital Area Food Bank | Food Bank Services | \$681,141 | \$227,047 | \$1,362,282 |
| 109 | Foundation Communities | Tax-Prep & Financial Programs | \$371,250 | \$123,750 | \$742,500 |
| 108 | VinCare Services of Austin | Saint Louise House | \$273,000 | \$91,000 | \$546,000 |
| 107 | Helping the Aging, Needy and Disabled (HAND) | Charitable Care/Sliding Scale | \$120,933 | \$40,311 | \$241,866 |
| 106 | Samaritan Center | Whole Body Mental Health Services | \$285,390 | \$95,130 | \$570,780 |
| 106 | Foundation for the Homeless | Family Rehousing Initiative | \$713,958 | \$237,986 | \$1,427,916 |
| 106 | Austin Children's Shelter | Wrap Around Residential Program | \$264,600 | \$88,200 | \$529,200 |
| 105 | Planned Parenthood | Sisters Saving Sisters Program | \$144,612 | \$48,204 | \$289,224 |
| 105 | Family Eldercare | Medication Management | \$163,800 | \$54,600 | \$327,600 |

| Evaluation Score | Agency Name | Program Name | 37-Month Funding | 3, 12-Month Extension Options | Total Contract Amount |
|---|---|---|------------------|-------------------------------|-----------------------|
| 105 | Workforce Solutions | Workforce and Education Readiness Continuum (C-13) | \$7,520,967 | \$2,506,989 | \$15,041,934 |
| 104 | Salvation Army | Pathways & Partnerships | \$681,864 | \$227,288 | \$1,363,728 |
| 103 | Court Appointed Special Advocates (CASA) | Transitioning Youth Program | \$120,000 | \$40,000 | \$240,000 |
| 102 | Goodwill Industries Central Texas | Ready to Work | \$2,095,977 | \$698,659 | \$4,191,954 |
| 99 | Easter Seals | Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services | \$1,002,735 | \$334,245 | \$2,005,470 |
| 97 | African American Youth Harvest Foundation | Enrichment of Low Income Youth | \$489,774 | \$163,258 | \$979,548 |
| 97 | Texas Riogrande Legal Aid | Legal Services | \$548,346 | \$182,782 | \$1,096,692 |
| 92 | YWCA | YW Counseling & Referral Ctr (YWERC) | \$348,714 | \$116,238 | \$697,428 |
| 90 | Austin ISD | Victory | \$615,600 | \$205,200 | \$1,231,200 |
| 82 | Austin ISD | Primetime | \$1,921,833 | \$640,611 | \$3,843,666 |
| 82 | Child Inc. | Early Steps to School Readiness Summer and After School Program | \$1,293,750 | \$431,250 | \$2,587,500 |
| * | Council on At-Risk Youth (CARY) | Ounce of Prevention | \$480,000 | \$160,000 | \$960,000 |
| * | River City Youth Foundation | Dove Springs | \$350,400 | \$116,800 | \$700,800 |
| Total | | | | | \$96,391,362 |
| * Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements. | | | | | |



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

| |
|--------------------------------------|
| City of Austin, Purchasing Office |
| Municipal Building |
| 124 W 8 th Street, Rm 308 |
| Austin, Texas 78701 |
| Reception Phone: (512) 974-2500 |

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

| SECTION NO. | TITLE | PAGES |
|-------------|--|-------|
| 0100 | STANDARD PURCHASE DEFINITIONS | * |
| 0200 | STANDARD SOLICITATION INSTRUCTIONS | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 5 |
| 0500 | SCOPE OF WORK | 10 |
| 0600 | PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS | 14 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 1 |
| 0610 | APPLICATION THRESHOLD CHECKLIST | 1 |
| 0615 | CONNECTION TO THE GOALS AND CATEGORIES | 1 |
| 0620 | CLIENT ELIGIBILITY REQUIREMENTS | 4 |
| 0625 | HOMELESS HOUSING HABILITY STANDARDS | 1 |
| 0630 | HOMELESS MANAGEMENT INFORMATION SYSTEMS | 1 |
| 0635 | DEFINING EVIDENCE GUIDLINE | 1 |
| 0640 | PROGRAM PERFORMANCE MEASURES AND GOALS | 1 |
| 0645 | PROGRAM STAFF POSITIONS AND TIME | 1 |
| 0650 | PROGRAM BUDGET AND NARRATIVE | 4 |
| 0655 | PROGRAM FUNDING SUMMARY | 1 |
| 0800 | NON-DISCRIMINATION CERTIFICATION | * |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION | * |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Meals on Wheels and More
Federal Tax ID No.: [REDACTED]
Printed Name of Officer or Authorized Representative: Dan Pruett
Title: President & CEO
Signature of Officer or Authorized Representative: [Signature]
E-Mail Address: dpruett@mealsonwheelsandmore.org
Phone Number: 512-476-6325 x 124
Date: 4-22-2014

* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
MEALS ON WHEELS AND MORE, INC.
FOR
SOCIAL SERVICES**

CONTRACT NO. NG150000032

CONTRACT AMOUNT: \$1,302,849

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Meals on Wheels and More, Inc. ("Contractor"), a Texas non-profit corporation, having offices at 3227 East 5th St., Austin, TX 78702.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Edna Staniszewski or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Dan Pruett, President & CEO, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$1,302,849 (One Million Three Hundred Two Thousand Eight Hundred Forty Nine dollars)**, and \$434,283 (*Four Hundred Thirty Four Thousand Two Hundred Eighty Three dollars*) per twelve (12) month extension option, for a total Contract amount of \$2,605,698. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$434,283 (*Four Hundred Thirty Four Thousand Two Hundred Eighty Three dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$434,283 (*Four Hundred Thirty Four Thousand Two Hundred Eighty Three dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$434,283 (*Four Hundred Thirty Four Thousand Two Hundred Eighty Three dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at: <http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.

4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process

payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

- 4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 Financial Audit of Contractor.

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the

Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

- 5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 **General Requirements**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the

equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. **WARRANTIES**

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)
- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 8.4 **Indemnity.**
- 8.4.1 Definitions:
- 8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- 8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;
- 8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- 8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- 8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE

PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

| To the City: | To the Contractor: | With copy to: |
|--|--------------------------------------|---|
| City of Austin, Health and Human Services Department Community Services Division | Meals on Wheels and More, Inc. | City of Austin Health and Human Services Dept. |
| ATTN: Stephanie Hayden, Assistant Director | ATTN: Dan Pruett, President & CEO | ATTN: Shannon Jones, Director |
| 7201 Levander Loop, Bldg. H | 3227 East 5th St | 7201 Levander Loop, Bldg. E |
| Austin, TX 78702 | Austin, TX 78702 | Austin, TX 78702 |

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a

condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

| <u>HOLIDAY</u> | <u>DATE OBSERVED</u> |
|-----------------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |

| | |
|---------------------------|---------------------------|
| Friday after Thanksgiving | Friday after Thanksgiving |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 Non-Suspension or Debarment Certification. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

MEALS ON WHEELS AND MORE, INC.

Signature: _____

Name: _____

Printed Name

Title: _____

Date: _____

CITY OF AUSTIN

Signature: _____

Name: _____

PURCHASING OFFICE

Date: _____

EXHIBITS

Exhibit A – Program Forms

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1** Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

The Meals on Wheels Program helps homebound seniors and disabled adults achieve self-sufficiency through the provision of home-delivered meals and social services.

Program Clients Served

The MOW program serves homebound older and disabled adults who, because of frailty, increased level of physiological disability, and limited income, often struggle with food insecurity and hunger in their lives. Seniors and persons with disabilities enrolled have difficulty preparing nutritious meals; are primarily homebound and do not have support of friends or family to help them during the day. A standardized functional screen is administered during the initial home visit to help determine if meals are needed by a potential client. A score of 20 or above serves as an indicator of need.

Program Services And Delivery

MOW employ three main strategies to ensure that homebound seniors and adults with disabilities are not without basic necessities of food, clothing, health, shelter, and in some cases, behavioral care or constitutionally-guaranteed legal rights. These three strategies are delivering nutritious meals, providing case management services, and offering clients the chance to connect socially with others. To help older and disabled adults stay healthy, we provide quality meals that are nutrient dense and satisfy their nutritional requirements. Case management connects our clients to the other basic services that our agency may not provide.

Prospective clients go through a telephone intake process that collects information including age, living situation, mental and physical health, and whether or not the individual has access to nutritious, lunch time meals. Intake specialists in our Client Services Department provide the initial assessment for those who apply for meal delivery. The intake process occurs over the phone and is an extensive screening process through which the intake specialists collect detailed information about the client's living situation, physical and mental health condition, financial and legal issues.

After the initial phone interview, the intake specialists match clients with case managers according to the severity of the client's case. Clients with a high risk of moving into a more restricted living arrangement, such as nursing homes, receive comprehensive case management from our most experienced case managers—our CARE (Comprehensive Assessment for Resources and Empowerment) Team. The CARE Team members conduct face-to-face, in-home, bio-psychosocial assessments to identify the strengths and weaknesses of each client by using a standardized, evaluative assessment tool which offers a holistic review of needed services while focusing on the medical, cognitive, nutrition, and functional deficits or strengths of each client.

The CARE Team identifies individualized social services for those clients with complicated situations that may lead to a loss of independence if not addressed, such as an unsafe living situations, pending evictions or unmet medical and mental health needs. Ultimately, the goal is for the case manager to provide resources necessary to help the client solve complicated problems that, if left unsolved, could lead to premature institutionalization. Lower-risk clients are served by members of our Supportive case management team who visit and receive calls from clients, their friends, and family members and ensure that the clients' basic needs are met. In addition to the meal program, both CARE Team members and Supportive case managers refer clients to Meals on Wheels and More's internal programs such as the Medi Wheels program, the Handy Wheels program, the Home Repair program, Care Calls, and Groceries to Go. When Meals on Wheels and More's internal programs are not enough, case managers refer clients to programs offered by the City, County, and other community-based organizations throughout the Central Texas region. Through this two-tiered team approach to case management, we are better able to ensure that clients are aware of the resources available to them so that they have optimal physical and mental health and live in safe and stable environments.

Volunteer or staff delivery provides a social connection for our clients and ensures that those delivering the meals get to know the clients on their weekly deliveries. Volunteers are instructed in a one hour training how critical it is to see the clients each delivery day and check on the welfare of each person who is on their route for the day. Bolded instructions on the route delivery sheets reinforce the importance of this message to see each client on the assigned route. The volunteers help keep case

Created 4/29/2015 9:48:00 AM

Last Modified, If Applicable 4/30/2015 2:20:00 PM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

managers informed and alerted to situations that call for immediate attention.

System for Collecting and Reporting Program Data

Meals on Wheels and More uses Microsoft SQL Server data management system. This database, with over 26,000 unique client entries, is used daily to record client information, schedule volunteer assignments, track meal deliveries, and report on services. Client information is entered into the Client Database by both intake personnel and staff social workers. Daily delivery records are recorded by the Customer Service Team. Volunteer delivery records are entered into a Volunteer Database by the volunteers checking in and delivering each day. The Software Database Manager designs and modifies the database, creates reports, and maintains the system's accuracy and effectiveness.

Performance Evaluation

The Information Technology Department of Meals on Wheels and More supports the operations and objectives of the organization with respect to the collection, storage, manipulation and presentation of data. Our Software Database Manager has either designed and/or modified 5 specialized databases to enhance our overall operations; including distribution of meals, the recruitment and retention of volunteers, client services and supportive "and More" Programs. Front line staff and direct supervisors have designated access to data.

Data is used on a regular basis to review the status of program operations and identify potential problems. We use monthly reports that address demographic and program statistics. In addition, we regularly run reports to determine the location of our routes and how many are covered by volunteer.

Any trend changes identified through these reports are discussed among the Senior Staff.

The Vice President for Client Services has been responsible for contract and reporting compliance for 17 years and reviews data, reports and client surveys on a monthly, quarterly and semi-annual basis and oversees the Client Services. She also runs the reports and analyzes data and statistical relevance looking for changes and trend lines based on a historical perspective of outputs and outcomes.

The Vice President, managers and members of the Client Services Department are responsible for ensuring that the team meets our performance projections. All staff are engaged and asked for process feedback in weekly and staff meetings, and management meetings. Managers review the productivity of their individual teams to ensure that goals are being met.

Quality Improvement

Data is used on a regular basis to review the status of program operations and identify potential problems. We use monthly reports that address demographic and program use statistics. We also conduct annual surveys to monitor client satisfaction with our meals and with our services.

A management report that highlights important statistics and program activities is sent to the board every month. They also receive a monthly Treasurer's Report that looks at the Statement of Revenue and Expenditures as well as trends of revenue, expenses and operating reserves. These monthly reports allow our Board to conduct their oversight of our organization. All of our Board Members are also volunteer meal drivers so they know the challenges faced by our clients. Our Board will suggest opportunities to the President and C.E.O. and he will discuss and develop a plan with all Senior Staff potentially involved in the new opportunity to determine if it is feasible to go forward.

Service Coordination with Other Agencies

The MOW program partners with churches to serve as geographically-diverse meal pick-up sites, so volunteers collect and deliver meals efficiently all over Austin. Our case managers also work very closely with the variety of social service agencies like Family Eldercare, Helping the Needy and Disabled, AGE of Central Texas, City of Austin Customer Assistance Program/Plus 1 Funding (CAP), Best Single Source Plus, Capital Area Food Bank and many other service providers to help clients navigate services in the community essential to their well-being. Our case managers regularly refer MOW clients to the following local agencies and also receive referrals from them.

We also work with Seton Hospital to provide meal services to patients who have just been released from the hospital or have

Created 4/29/2015 9:48:00 AM

Last Modified, If Applicable 4/30/2015 2:20:00 PM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

chronic issues, helping keep readmissions low and people out of the emergency room. Finally, our most important partnerships are with the community, specifically with the more than 7,500 volunteers who deliver our meals, allowing us to put more than \$2 million dollars in savings back into providing services.

(A). The Best Single Source Plus Program: was designed as a way to assist low-income individuals with rent and utility assistance based on the concept of "no wrong door." Any prospective client would be matched with the agency best equipped to meet the unique needs of the individual.

The City of Austin Health and Human Services Department has supported this innovative model to assist low-income residents by providing case management, budgetary assistance and financial support to help the client move towards self-sufficiency. Meals on Wheels and More is involved in this project because we have access to homebound older and disabled adults who fit the criteria for the BSS Plus. Our CARE Team case managers identify clients during the in-home assessment process who will benefit from financial assistance to pay their utility bills and also will benefit from our intensive case management program which will work with them to establish self-sufficiency over a three month period of time.

CARE Team case managers also refer eligible BSS clients to other City of Austin Discount Programs for enrollment.

(B). The Austin Housing Repair Coalition (AHRC) is an impactful coalition that leverages funding, resources and social services to ensure that low-income homeowners can live in a healthy, safe, and energy efficient home. AHRC is a collaboration of 12 organizations that provide housing, housing repairs, social services, and advocacy for individuals and families. Meals on Wheels and More was an early partner of the coalition because clients on our meal program are often low-income homeowners whose homes were in need of repair and modification. The Director of our internal Home Repair Program serves as Chair of the Coalition.

Service Collaboration with Other Agencies

There is no collaboration funded through this program.

Community Planning Activities

As an appointee to the Commission on Seniors, Dan Pruett, MOWAM President & CEO helps focus ways that Austin can better address the needs of low-income, food insecure seniors, including a recommendation by the commission to expand the availability of food to seniors.

Program Performance Measures

| | | <i>Period</i> | | | <i>Contract Term</i> |
|-------------------|---|---------------|-----------|-----------|-------------------------|
| | | <i>1</i> | <i>2</i> | <i>3</i> | |
| <i>Start Date</i> | | 10/1/2015 | 10/1/2016 | 10/1/2017 | 9/1/2015 |
| <i>End Date</i> | | 9/30/2016 | 9/30/2017 | 9/30/2018 | 9/30/2018 |
| | | <i>Period</i> | | | <i>Contract Term **</i> |
| | | <i>1</i> | <i>2*</i> | <i>3*</i> | |
| Outputs | | | | | |
| <i>ID</i> | <i>Output Measure Description</i> | | | | |
| 1 | Total Number of Unduplicated Clients Served | 305 | 312 | 320 | 320 |
| 2 | Number of 1st meals prepared during the 12 month period | 53550 | 53550 | 53550 | 160650 |
| | | <i>Period</i> | | | <i>Contract Term **</i> |
| | | <i>1</i> | <i>2*</i> | <i>3*</i> | |
| Outcomes | | | | | |
| <i>ID</i> | <i>Outcome Measure Description</i> | | | | |
| | Number of households receiving services that maintain housing due to receiving essential services | 1129 | 1129 | 1129 | 1614 |
| 1C | Number of households receiving essential services | 1441 | 1441 | 1441 | 2063 |
| | Percent of households that maintain housing due to receiving essential services | 78.35 | 78.35 | 78.35 | 78.24 |

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/29/2015 9:16:00 AM Last Modified, If Applicable: 4/30/2015 2:25:00 PM

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ♦ Annual certification of client eligibility
 - ♦ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ♦ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ♦ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ♦ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ♦ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ♦ A government –issued identification; or
 - ♦ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ♦ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ♦ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - ♦ For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

| | <i>1</i> | <i>Period 2</i> | <i>3</i> | <i>Contract Start Contract End</i> | <i>9/1/2015 9/30/2018</i> |
|---|---------------------|---------------------|---------------------|--|-------------------------------|
| <i>Period Start Date</i> | 9/1/2015 | 10/1/2016 | 10/1/2017 | | |
| <i>Period End Date</i> | 9/30/2016 | 9/30/2017 | 9/30/2018 | Total | |
| <i>Salary plus Benefits</i> | \$109,141.00 | \$109,141.00 | \$109,141.00 | \$327,423.00 | |
| <i>General Operations Expenses</i> | \$65,142.00 | \$65,142.00 | \$65,142.00 | \$195,426.00 | |
| <i>Program Subcontractors</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| <i>Staff Travel</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| <i>Conferences</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| <i>Operations SubTotal</i> | \$65,142.00 | \$65,142.00 | \$65,142.00 | \$195,426.00 | |
| <i>Food and Beverages for Clients</i> | \$260,000.00 | \$260,000.00 | \$260,000.00 | \$780,000.00 | |
| <i>Financial Direct Assistance to Clients</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| <i>Other Assistance Amount</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| <i>Direct Assistance SubTotal</i> | \$260,000.00 | \$260,000.00 | \$260,000.00 | \$780,000.00 | |
| <i>Capital Outlay Amount</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Total | \$434,283.00 | \$434,283.00 | \$434,283.00 | \$1,302,849.00 | |
| <i>Total Period Percentage</i> | 33.33 | 33.33 | 33.33 | | |

Detailed Budget Narrative

| | |
|-------------------------------|--|
| Salaries plus Benefits | Salaries and benefits relating to administration and operation of the Meals on Wheels program. Benefits include payroll taxes, retirement plan, and health insurance. |
| General Op Expenses | Building maintenance, utilities, printing, office supplies, telephone, security, janitorial, postage, food transportation, insurance, employee training, audit, mortgage interest. |
| Program Subcontractors | |
| Staff Travel | |
| Conferences | |
| Food and Beverage | Purchasing, preparation, and packaging of meals. |
| Financial Assistance | |
| Other Assistance | |
| Capital Outlay | |

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26 day of May, 2015

CONTRACTOR
Authorized
Signature

Mark on wheels and alone
Van Punt

Title

President + CEO

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

| Evaluation Score | Agency Name | Program Name | 37-Month Funding | 3, 12-Month Extension Options | Total Contract Amount |
|-------------------------|--|---|-------------------------|--------------------------------------|------------------------------|
| 118 | Youth & Family Alliance (Lifeworks) | Collective Impact Continuum | \$2,428,800 | \$809,600 | \$4,857,600 |
| 115 | Meals on Wheels and More | Meals on Wheels | \$1,302,849 | \$434,283 | \$2,605,698 |
| 115 | Any Baby Can | Ready Families Collaborative (C-11) | \$4,459,737 | \$1,486,579 | \$8,919,474 |
| 115 | Austin Child Guidance Center | Underserved Families Mental Health Program | \$536,376 | \$178,792 | \$1,072,752 |
| 114 | Casa Marianella | Emergency Shelter | \$544,320 | \$181,440 | \$1,088,640 |
| 113 | Communities in Schools | Case Management & Pebble Project | \$1,427,469 | \$475,823 | \$2,854,938 |
| 113 | Travis County Domestic ... (SafePlace) | Expect Respect | \$494,760 | \$164,920 | \$989,520 |
| 113 | Theatre Action Project (Creative Action) | Del Valle Collaborative Afterschool Program (C-3) | \$845,934 | \$281,978 | \$1,691,868 |
| 113 | Family Eldercare | Living Well Collaborative (C-6) | \$514,764 | \$171,588 | \$1,029,528 |
| 111 | Travis County Domestic ... (SafePlace) | Victim Services | \$2,166,000 | \$722,000 | \$4,332,000 |
| 111 | Family Eldercare | Counseling Services | \$164,955 | \$54,985 | \$329,910 |
| 111 | Caritas of Austin | BSS+ (C-12) | \$9,992,721 | \$3,330,907 | \$19,985,442 |
| 110 | Austin Recovery | Self Sufficiency Continuum Services | \$1,371,249 | \$457,083 | \$2,742,498 |
| 110 | Caritas of Austin | Mental and Behavioral Health Services | \$643,377 | \$214,459 | \$1,286,754 |
| 110 | The ARC of the Capital Area | Family & Juvenile Transition Services | \$183,726 | \$61,242 | \$367,452 |
| 109 | Family Eldercare | Money Management | \$210,000 | \$70,000 | \$420,000 |
| 109 | Foundation Communities | Afterschool Summer Youth Program | \$420,000 | \$140,000 | \$840,000 |
| 109 | Capital Area Food Bank | Food Bank Services | \$681,141 | \$227,047 | \$1,362,282 |
| 109 | Foundation Communities | Tax Prep & Financial Programs | \$371,250 | \$123,750 | \$742,500 |
| 108 | VinCare Services of Austin | Saint Louise House | \$273,000 | \$91,000 | \$546,000 |
| 107 | Helping the Aging, Needy and Disabled (HAND) | Charitable Care/Sliding Scale | \$120,933 | \$40,311 | \$241,866 |
| 106 | Samaritan Center | Whole Body Mental Health Services | \$285,390 | \$95,130 | \$570,780 |
| 106 | Foundation for the Homeless | Family Rehousing Initiative | \$713,958 | \$237,986 | \$1,427,916 |
| 106 | Austin Children's Shelter | Wrap Around Residential Program | \$264,600 | \$88,200 | \$529,200 |
| 105 | Planned Parenthood | Sisters Saving Sisters Program | \$144,612 | \$48,204 | \$289,224 |
| 105 | Family Eldercare | Medication Management | \$163,800 | \$54,600 | \$327,600 |

| Evaluation Score | Agency Name | Program Name | 37-Month Funding | 3, 12-Month Extension Options | Total Contract Amount |
|---|---|---|------------------|-------------------------------|-----------------------|
| 105 | Workforce Solutions | Workforce and Education Readiness Continuum (C-13) | \$7,520,967 | \$2,506,989 | \$15,041,934 |
| 104 | Salvation Army | Pathways & Partnerships | \$681,864 | \$227,288 | \$1,363,728 |
| 103 | Court Appointed Special Advocates (CASA) | Transitioning Youth Program | \$120,000 | \$40,000 | \$240,000 |
| 102 | Goodwill Industries Central Texas | Ready to Work | \$2,095,977 | \$698,659 | \$4,191,954 |
| 99 | Easter Seals | Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services | \$1,002,735 | \$334,245 | \$2,005,470 |
| 97 | African American Youth Harvest Foundation | Enrichment of Low Income Youth | \$489,774 | \$163,258 | \$979,548 |
| 97 | Texas Rio Grande Legal Aid | Legal Services | \$548,346 | \$182,782 | \$1,096,692 |
| 92 | YWCA | YW Counseling & Referral Ctr (YWERC) | \$348,714 | \$116,238 | \$697,428 |
| 90 | Austin ISD | Victory | \$615,600 | \$205,200 | \$1,231,200 |
| 82 | Austin ISD | Primetime | \$1,921,833 | \$640,611 | \$3,843,666 |
| 82 | Child Inc. | Early Steps to School Readiness Summer and After School Program | \$1,293,750 | \$431,250 | \$2,587,500 |
| * | Council on At-Risk Youth (CARY) | Ounce of Prevention | \$480,000 | \$160,000 | \$960,000 |
| * | River City Youth Foundation | Dove Springs | \$350,400 | \$116,800 | \$700,800 |
| Total | | | | | \$96,391,362 |
| * Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements. | | | | | |

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
 - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
 - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
 - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
 - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.
(School Readiness Action Plan)
- b. Youth:
 - 1. Children, youth and young adults:

SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

- i. Are physically healthy
 - ii. Are physically safe
 - iii. Respect diversity and demonstrate empathy and pro-social behaviors
 - iv. Engage in community, school and/or extracurricular activities
 - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
 - vi. Have good mental health and are emotionally resilient
 - vii. Avoid risky behaviors
 - viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
 - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor’s Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

SCOPE OF WORK

CITY OF AUSTIN

2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

5. PROGRAM STRATEGIES & TARGET POPULATION

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood - \$949,416
 - ii. Youth - \$1,961,339
 - iii. Adults and Family - \$7,327,622
 - iv. Seniors and People with Disabilities - \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116 CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

informational sequence:

Part I – Program Overview and Strategy

Total points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116

3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116

Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

throughout the funding period.

F. Community Planning Activities

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Total points: 20

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses **all** of the following:

A. Budget

1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III – Local Business Presence

Total points: 10

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

| Team's Local Business Presence | Points Awarded |
|--|-----------------------|
| Local business presence of 90% to 100% | 10 |
| Local business presence of 75% to 89% | 8 |
| Local business presence of 50% to 74% | 6 |
| Local business presence of 25% to 49% | 4 |
| Local presence of between 1 and 24% | 2 |
| No local presence | 0 |

Part IV – Bonus Evaluation Points

Total points: 25

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116

- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
 - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - the provision of accessible locations allowing privacy;
 - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
 - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
 - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

| | | | | | | |
|--|--|-----|----|--------|-----|----|
| Name of Local Firm | Meals on wheels and More | | | | | |
| Physical Address | 3227 E. 5 th St. Austin, TX 78702 | | | | | |
| Is Firm located in the Corporate City Limits? (circle one) | Yes | | | No | | |
| In business at this location for past 5 yrs? | Yes | | | No | | |
| Location Type: | Headquarters | Yes | No | Branch | Yes | No |

SUBCONTRACTOR(S):

| | | | | | | |
|--|--------------|-----|----|--------|-----|----|
| Name of Local Firm | | | | | | |
| Physical Address | | | | | | |
| Is Firm located in the Corporate City Limits? (circle one) | Yes | | | No | | |
| In business at this location for past 5 yrs? | Yes | | | No | | |
| Location Type: | Headquarters | Yes | No | Branch | Yes | No |

SUBCONTRACTOR(S):

| | | | | | | |
|--|--------------|-----|----|--------|-----|----|
| Name of Local Firm | | | | | | |
| Physical Address | | | | | | |
| Is Firm located in the Corporate City Limits? (circle one) | Yes | | | No | | |
| In business at this location for past 5 yrs? | Yes | | | No | | |
| Location Type: | Headquarters | Yes | No | Branch | Yes | No |

2014 SELF SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

EXECUTIVE SUMMARY

Meals on Wheels and More (MOWAM) respectfully submits this proposal in response to the City of Austin's Request for Applications (EAD0116) for services to promote self-sufficiency among the community's various life continuum categories.

MOWAM has a 42-year history of providing nutrition and social services to homebound older and disabled adults in Austin. Our signature service, and proposed strategy, is the Meals on Wheels (MOW) program that provides hot nutritious lunchtime meals, delivered by volunteers, to our neighbors who are homebound and in need. We also offer a variety of other services, such as home repair and grocery shopping assistance, designed to help people remain in their homes.

The MOW program promotes self-sufficiency among seniors and person with disabilities by providing home-delivered meal and access to social services, allowing our clients to live with independence and dignity. Through the delivery of meals, the MOW program primarily addresses the City's safety net/infrastructure goal to ensure that no person is without such basic necessities as food, clothing, health, shelter, and mental health care, or constitutionally-guaranteed rights. Through case management which connects the client to social services in the community, the MOW program also addresses the goals of problem prevention and universal support services. Case managers utilize various assessment tools during eligibility that help them identify problems and prevent them from becoming severe or dire for the client's health. The case managers also have knowledge of the services provided to the aging community and regularly refer clients to the myriad of other services available.

The number of older adults and disabled individuals will continue to rise in our community; by 2020 the number of persons 65 and older living in the metro Austin region will be over

214,000. Many of these older adults will live in poverty, a situation face by 90% of our current clients. And many, as is currently the case, will also be isolated and hungry. Without adequate nutrition, older adults and persons with disabilities are more prone to serious health consequences that can ultimately result in premature institutionalization – an expensive prospect for the taxpayer.

Using evidence-based practices, the MOW program employs three main strategies that allow seniors and persons with disabilities to “age in place” - delivering nutritious meals, providing case management services, and offering clients the chance to connect socially with others. Every weekday, we deliver hot, nutritious lunchtime meals to over 2,000 of our homebound neighbors. We could not do this without the help of over 7,500 volunteers who deliver a nutritious meal and a friendly smile to our neighbors living alone. For many we serve, this is the only person they will see all day. In addition, case managers, interact with clients regularly and offer them help from our many “And More” services as well as connections to services outside our agency. These strategies will cost the city \$1,400 per client, a small amount compared to the \$39,000 taxpayer cost of putting someone in a state-supported nursing home.

To help maintain the independent living status of those we serve, Meals on Wheels and More respectfully requests \$434,283 from the City of Austin to support the Meals on Wheels Program. If funded, MOWAM will comply with all applicable rules and regulations of Federal, State and Local governing entities and will comply with the terms of the City’s Request for Proposal (RFP). Based on our history, efficiency, community collaborations, and the effectiveness that we have demonstrated throughout our years of service to the community, we ensure the City that we have the ability to lead and manage this proposed strategy successfully.

2014 SELF SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

APPLICATION

Part I – Program Overview and Strategy

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

The primary self-sufficiency goal addressed by the Meals on Wheels program is the safety net/infrastructure services goal and the primary life continuum category is seniors and persons with disabilities.

The Meals on Wheels (MOW) program helps homebound seniors and disabled adults achieve self-sufficiency through the provision of home-delivered meals and social services. The primary way we help our target population achieve self-sufficiency is by providing home-delivered, nutritious, daily meals. Seniors and persons with disabilities enrolled have difficulty preparing nutritious meals; are primarily homebound and do not have support of friends or family to help them during the day. Because most have fixed incomes, they cannot afford to pay for food delivery and rely heavily on the free-of-charge meals that we deliver directly to their homes. Food is a basic necessity, and without these daily, lunchtime meals, many would not have enough to eat, forcing them into premature institutionalization, thus losing their self-sufficiency.

B. Target Population(s) for the Goal(s)

1) For the past 42 years, the MOW program has served homebound older and disabled adults who, because of frailty, increased level of physiological disability, and limited income, often struggle with food insecurity and hunger in their lives. Ninety percent (90%) or 2,600 of the people on our meal program live at or below 200% of the federal poverty level and 53% or 1,516 are living at or below the federal poverty level.

Our client demographics show that 67% are over the age of 65; 46% are over 75; and 23% are over 85. A majority of the meal recipients live alone, are homebound and often lack informal social support. A total of 66% of MOW clients are female; 31% are African-American; and 25% are Hispanic or Latino. Almost all (96.3%) live in Travis County and some (3.7%) live in Williamson County. Of those in Travis County, 92% live in the Austin city limits and 55% live in East Austin, a historically impoverished part of Austin. Our clients remain on MOW on average of 3.5 years and continue to live in their own homes where they prefer to live.

2) The need for our services in Austin is significant and expected to grow. According to the City of Austin, by 2020, the number of persons 65 and older living in the metro area is projected to be 214,000. More than 50,000 older adults in Austin will have disabilities severe enough to limit their normal activities. Further, 36,000 older citizens will live at 150% of the poverty line. In addition, a Brookings Institution analysis of 2010 Census data showed that between 2000 and 2010 the Austin-Round Rock metro area had the fastest growing 'pre-senior' population (age 55-64) in the nation and ranked second in senior (age 65+) population growth. Experts predict that the 65+ population will continue to grow rapidly in number and share of the population— by 2040 more than half a million (517,772) older adults 65+ will live in the metro area and comprise nearly 1/5th or 18% of the population.

We also know from reports such as *The Causes, Consequences, and Future of Senior Hunger in America* commissioned by the Meals on Wheels Association of America in 2008 that older adults can have serious health consequences including diminished immune response, longer hospital stays, impairment in physical function, premature institutionalization, reduced activity levels, and higher risks of coronary heart disease if they do not receive adequate nutrition.

MOW has seen a steady increase in the number of pre-seniors in need of meals, an indication of continued and potentially ongoing poor health and nutrition for a slightly younger population. In 2004, pre-seniors accounted for 10.7% of our clients compared to 19.8% in 2013. As a result, our waiting list of 100 people is projected to grow.

3) Meals on Wheels and More (MOWAM) will provide meal services to all clients who meet our eligibility guidelines. A past criminal history does not disqualify potential clients from receiving services, nor do we inquire about a client's criminal history. If a client self-discloses a violent criminal history, a decision is made by Senior Staff to determine if there are safety concerns. A client may not get meals delivered by a volunteer but by paid staff instead.

4) To document and confirm the need for services, we have a comprehensive screening process through which we collect and record detailed information on prospective applicants. Prospective clients go through an intake process that collects information including age, living situation, mental and physical health, and whether or not the individual has access to nutritious, lunchtime meals. Each new client's residency will be screened, documented and verified using The City of Austin's Residency Verifications Guidelines and one or more of the required databases, if needed.

Confirmation of the individual's background is completed by case managers during home visits. Specifically, they determine that clients meet the following criteria for program eligibility: (1) difficulty preparing nutritious meals; (2) no consistent day time meal assistance during the delivery hours of 11:00 and 1:00; (3) primarily homebound; (4) live in our service area; and (5) score 20 or more on the functional assessment tool which records the client's activities of daily

living and instrumental activities of daily living. Income is not a criterion for eligibility. Federal regulations do not allow for means testing and income documentation. All of this client information is documented and stored in our client database.

5) The Culturally and Linguistically Appropriate Services (CLAS) standards are in place in this proposal to promote the elimination of barriers to services based on cultural, racial or ethnic differences. To ensure that these differences are not a barrier to services, MOWAM employs a diverse workforce to serve a diverse population. Our affirmative action and equal employment policy requires us to expand cultural awareness of employees by having related training.

The Client Services Department is composed primarily of degreed social workers whose core classes focus on cultural competency, and the appreciation and understanding of diverse populations. Approximately 11% of our client population has limited English proficiency, so MOWAM employs staff fluent in Spanish for positions that have direct contact with clients and translates documents into Spanish. MOWAM will also seek out other providers who employ language specialist in other preferred languages and ask for their assistance during visits.

C. Program Strategy to Accomplish the Goals

1) The Meals on Wheels program uses three main strategies to ensure that homebound seniors and adults with disabilities are not without basic necessities of food, clothing, health, shelter, and in some cases, behavioral care or constitutionally-guaranteed legal rights. These three strategies are delivering nutritious meals, providing case management services, and offering clients the chance to connect socially with others. To help older and disabled adults stay healthy, we must provide quality meals that are nutrient dense and satisfy their nutritional requirements. Case

management connects our clients to the other basic services that our agency may not provide. Volunteer delivery provides a social connection for our clients.

2) MOWAM continuously draws upon best and evidenced-based practices to ensure that the MOW program is providing the most efficient and effective services for our clients and the community. Published research has shown that nutrient intake is significantly higher in participants of home delivered meal programs versus non-participants (Frongillo & Wolfe, 2010; Roy and Payette, 2006; Millen et al., 2002). In addition, a recent study by Brown University found that “States that have invested in their community-based service networks, particularly home-delivered meal programs, have proportionally fewer low-care nursing home residents” (Thomas, Kali and Vincent Mor, Health Services Research, 2012).

Because MOW is primarily a nutrition program, we use an established best-practice to determine our clients’ risk for poor nutrition status. The screening tool, “*DETERMINE Your Nutritional Health Checklist*,” was designed by the American Academy of Family Physicians, the American Dietetic Association, and the National Council on the Aging, Inc. The Texas Department of Aging and Disability Services (DADS) recommends that this tool be used by professionals working with elders.

In addition, we use a validated, evidenced-based nutritional screening tool from the Nestle Nutritional Institute for adults 65 and older called the “Mini Nutritional Assessment” (MNA) (Kaiser et al., 2009). This tool can successfully identify malnourishment and the lack of malnourishment in older adults. This version of the MNA was developed from an original version that has been extensively tested for validity, sensitivity and specificity (Green & Watson,

2006) and is currently considered the gold standard for malnutrition screening in the elderly (Sieber, 2006).

Our use of case management is also based on best practices and research. “The growing trend towards aging in place has propelled the growing popularity of utilizing case management as a means for helping older adults to live independently in the community” (Sowers-Hoag, 1997). In this context, the primary goal of case management is to optimize “client functioning by providing quality services in the most efficient and effective manner” (Bellos & Ruffolo, 1995). Using this philosophy, we are now one of the premier MOW programs across the county because of our holistic approach.

For socially isolated clients, the volunteer visit is crucial to maintaining connection to the community. In fact, in our last client survey, 84% of respondents reported that they felt more socially connected because of the services we provide.

3) The program strategies utilized by the MOW program align with several goals related to seniors and persons with disabilities. The main purpose of the MOW program is to help this target population “age in place/community” and avoid premature or unnecessary institutionalization. The nutritious meal helps us ensure that the people we serve are receiving the nutrition they need to stay healthy and out of hospitals or nursing homes. Case management services help our clients navigate the various services available which allow them to stay in their homes. And the daily social interaction helps to keep loneliness and depression at bay which can often result in premature institutionalization.

The MOW program also address cognitive and mental/behavioral health of older adults through our case management strategy. As part of the eligibility process, case managers utilize a

screening tool for depression. To prevent depression from escalating into a critical health issue, we teamed up with Dr. Namkee Choi (UT School of Social Work) to train case managers on how to use a nationally renowned, evidenced-based intervention therapy and screening tool, the PHQ-9, to identify those clients who suffer from clinical depression but who are not seeking mental health intervention. Once identified, the case managers encourage our clients to work with their primary physician and/or refer to programs outside our agency.

Finally, another benefit of the MOW program is that family caregivers are supported by the services that we offer. We often hear directly from the families that our daily visits provide a peace of mind for them while they are at work. They know that their loved one will get a nutritious, lunch time meal as well as a daily visit. And our volunteers help keep case managers informed and alerted to situations that call for immediate attention.

4) The MOW program strategies support the Imagine Austin mission statement that “Austin Values and Respects Its People.” The population served by the MOW program is homebound and this social isolation means that their needs are not readily seen or heard. We ensure that the needs of the most frail in our community are met and that their voices are heard.

5) Our target population encounters a variety of barriers and challenges to accessing services in our community. First and foremost, our population is primarily homebound and has difficulty assessing service providers. Members of the Aging Services Council, St. David’s Foundation, and AustinTrends recommend that we, as a community, “Design culturally appropriate outreach and marketing tools that reach the poor so that they and their families can learn about services available” (*Aging in Central Texas*, 2008). To mitigate this challenge, clients are able to access

our services through referrals from United Way's 2-1-1 and many other social service providers. And because our program name is widely-known, clients, families, and neighbors know to seek us out. Once people are on our services, we take the services directly to the client. Our meals are home-delivered, and case managers visit clients and link them to other social service options.

Another challenge for our target population is that many have difficulties with the simple activities of daily living such as getting dressed and cooking a meal. Our services ensure that these difficulties do not result in a client entering a nursing home prematurely.

Finally, we have noticed that many of those in our target population have a barrier when it comes to the use of technology due to knowledge and/or financial barriers. More and more services and applications require online access. Our case managers bridge this gap by taking the technology to the client, scanning important documents in the home and helping our clients access other agencies.

6) The MOW program collaborates with other organizations to provide our service. We partner with churches to serve as geographically-diverse meal pick-up sites, so volunteers collect and deliver meals efficiently all over Austin. Our case managers also work very closely with the variety of social service agencies to help clients navigate services in the community essential to their well-being. We also work with Seton Hospital to provide meal services to patients who have just been released from the hospital or have chronic issues, helping keep readmissions low and people out of the emergency room. Finally, our most important partnerships are with the community, specifically with the more than 7,500 volunteers who deliver our meals, allowing us to put more than \$2 million dollars in savings back into providing services.

7) MOWAM has identified three main barriers to implementing the proposed program strategies: the expected increase of older adults, increasing mental health issues, and migration of clients. Austin saw over 80% growth in “pre-seniors” ages 55-64, an indicator of where senior growth will likely dominate. (Brookings Institute, 2011) Serving all older adults that need our assistance would strain the current resources of our organization and require us to identify additional ways to prioritize those seeking our services. As a result, we are always looking for technological opportunities to increase our efficiency and allow us to serve more people. For those with mental health issues, volunteer delivery may be inappropriate. To address this, we have designed special staff-delivered routes to provide meals to this special population. And as clients migrate from an urban, centralized East Austin corridor to suburbs and rural communities due to the rising cost of living, stretches our volunteer resources. Therefore, we are in the process expanding our volunteer recruitment efforts in these outlying communities.

8) We do not have any subcontractor partnerships funded under this application.

9) The project activities for the MOW program are basic but efficient and effective. We offer five, hot nutritious meals Monday through Friday with door-to-door delivery to the homes of our recipients. On Friday, some clients also receive an additional one or two frozen meal(s) to be eaten over the weekend. All meals are prepared and packaged, under the supervision of our Registered Dietitian, in our state-of-the-art, industrial-grade kitchen and business facility located in East Austin. We have 13 additional distribution sites throughout the City of Austin, Travis, and Williamson Counties. MOWAM van drivers distribute meals to the distribution centers

where volunteers pick up them up and then deliver them to our homebound neighbors. The Volunteer Services team coordinates the logistics needed to ensure every meal is delivered.

Intake specialists provide the initial phone assessment, an extensive screening process collecting detailed information. Clients are then matched with case managers according to the severity of their needs. Clients with a high risk of moving into a more restricted living arrangement, such as nursing homes, receive comprehensive case management from our most experienced case managers. Lower-risk clients are served by members of our supportive case management team who ensure that the clients' basic needs are met. All case managers reassess clients annually, in person. All case managers refer clients to MOWAM's internal programs and to other community-based services.

D. Performance Measures – Impact on the Goals

MOWAM has four outputs and three outcomes related to the goal of self-sufficiency through safety net services. All measures are calculated using information from our client database.

OUTPUTS #1 and #2, number of unduplicated clients, are calculated from the meal records table. Each client has an assigned unique identification number and that is extracted during a specific date range within the contract reporting period (one-year and three-year), so that no client is counted more than once. Only clients who reside in Travis County or the City of Austin are included in this query. OUTPUTS #3 and #4, number of meals, are calculated from the meal records table. The sum of all meals prepared is extracted using a specific date range as determined by the contract reporting period (one-year and three-year).

OUTCOME #1, the required outcome on maintaining housing, is calculated by counting the total number of unique clients that remained in their homes for six months or longer (numerator)

and dividing it by the total number of unique clients served during the contract reporting period (denominator) and multiplying by 100. Proposed OUTCOME #2, improving nutritional status, is calculated by counting the number of unique clients that scored the same or better on their annual “DETERMINE Your Nutritional Health Checklist” nutritional assessment tool (numerator) divided by the total number of unique clients that completed the assessment (denominator), multiplied by 100. Proposed OUTCOME #3, improvement or stability in health, is calculated by counting the number of unique clients over 60 years of age that report that their health has remained stable or has improved (numerator) divided by total the number of unique clients over 60 years of age that received a telephone survey after their first three months of service (denominator), multiplied by 100.

E. Service Coordination

1) MOWAM coordinates its services with a variety of other agencies to minimize duplication and maximize client access. However, we are the only provider in Greater Austin of free-of-charge, nutritious, home-delivered meals to older adults and individuals with disabilities.

Although there is no duplication of meal services, we have established a cross-referral system with other agencies to ensure that our clients have maximum access to services.

2) Our case managers regularly refer MOW clients to the following local agencies and also receive referrals from them:

--*Capital Area Food Bank (CAFB)*: They provide shelf-stable food for our H.O.P.E. program that our volunteers package and distribute to clients.

--*The Austin Home Repair Coalition*: Member organizations share information about the homes of clients to provide the maximum amount of services in an efficient manner.

--*AGE of Central Texas*: In addition to cross-referrals, we use equipment from their Durable Medical Equipment Lending Closet and pass along extra donated equipment.

--*Family Eldercare*: In addition to cross-referrals, they provide fans that we distribute to clients.

--*Hospice Austin, AIDS Services of Austin, and H.A.N.D.*: Referrals

--*Urban Roots*: Working together, we provide locally grown produce to MOW clients.

--*Rays of Hope-Austin/1 House at a Time*: They install energy efficient appliances in the homes of our clients.

--*Comprehensive Energy Assistance Program (CEAP)*: MOW staff screen eligible clients for energy assistance from Travis County.

3) No Memoranda of Understanding

4) MOWAM provides a safety net of services in collaboration with social service agencies and City of Austin services. Our experienced case managers are knowledgeable about non-profits and government agencies dedicated to helping older adults and connect them to these so that they can maximize their self-sufficiency. Examples of community or City-funded services include:

--*Home Repair*: Funded in part by City bonds to make major home improvements, including roof replacement, pier and beam reconstruction, and bathroom and kitchen repairs.

--*Supplemental Nutrition Assistance Program (SNAP)*: With a grant from the Texas Hunger Network, MOWAM case managers identify clients that may be eligible for SNAP and a representative from CAFB assists those clients with the application process in the clients' home.

--*Best Single Source Project (BSS)*: Participating organizations distribute funding for utility and rent assistance to low-income clients.

--*City of Austin Customer Assistance Program/Plus 1 Funding (CAP)*: Funds allocated from Austin Energy to the CAP help eligible clients by providing them with one time utility assistance.

5) MOWAM offers a variety of other services to the target population of low income older adults and people with disabilities. Clients who participate in the MOW program are also eligible for:

--*Veterans Services*: Specialized care for military veterans.

--*Second Meals*: Seven-day supplies of breakfast meals to stabilize or improve health.

--*Groceries to Go*: Grocery shopping assistance by volunteers.

--*H.O.P.E.*: Shelf-stable groceries to those who are most in need of additional food.

--*Handy Wheels*: Safety-related repairs and home improvements by volunteers.

--*Home Repair*: Substantial repairs or renovations performed by professionals.

--*P.A.L.S. (Pets Assisting the Lives of Seniors)*: Pet food and veterinarian care.

We also offer services for those in the target populations who are not on the MOW program:

--*Country Wheels*: For those in rural areas, weekly frozen meal delivery.

--*Congregate Meals*: Older adults gather for social interaction and a shared, lunchtime meal.

--*Mike's Place*: Activity center for clients with Alzheimer's/dementia and respite for caregivers.

Older adults and people with disabilities can access these services by contacting MOWAM, United Way's 211 call center, or their local Area Agency on Aging.

F. Community Planning Activities

1) In 2013, MOWAM participated in the Mayor's Task Force on Aging that resulted in implementation of the City of Austin Commission on Seniors. This commission will serve as an advisory board to the council on the quality of life for senior citizens to ensure older adults are productive, independent, and healthy. As an appointee to the task force and commission, Dan Pruett, MOWAM President & CEO helps focus ways that Austin can better address the needs of low-income, food insecure seniors, including a recommendation by the commission to expand the availability of food to seniors.

2) MOWAM has a strong history of involvement in community planning activities.

One Voice Central Texas – a local advocacy group of nonprofit Executive Directors positively impacted the lives of low income people.

Sustainable Food Policy Board – advisory body to the City and Travis County, created to improve the availability of safe, nutritious, locally, and sustainably-grown food for all residents.

Austin Energy Discount Steering Committee – advisory group on policy decisions that affect low-income residents in Austin who struggle with paying their utility bills.

Powerful Tools for Caregivers – collaborative, evidenced-based education for family caregivers.

The Aging Services Council –service providers who support older adults in the community.

G. Overall Evaluation Factors

1) MOWAM has nearly 40 years of experience managing government contracts. Since 1975, we have had a contract with the Texas Department of Aging and Disability (DADS) to provide

meals which last fiscal year numbered 139,301 meals to 489 unduplicated people. (Thomas Smith, DADS Contract Manager, 512-832-7687)

For over 30 years, MOWAM has had a contract with the Area Agency on Aging of the Capital Area (AAA) which helped us deliver 115,000 meals to homebound elders in FY 13. (Jennifer Scott, Director of Aging Services, 512-916-6053)

We have had contracts with the City of Austin Health and Human Services Departments (HHSD) and Travis County Health and Human Services and Veterans Service (HHSDVS) for the MOW program for over 25 years. The City has also funded Basic Needs Supplemental Funding since 2003 which was the beginning of the Best Single Source Coalition. Since 2011, the City has also funded social programming for older adults at Durwood. (LaDonna Brazell, County Contract Compliance Specialist, 512-854-7875 and Willie Williams, City Liaison/Contract Manager, 512-972-5018)

For the past six years, MOWAM has received a grant from the Texas Department of Agriculture (TDA) to directly supplement or extend existing meal services to homebound persons that are 60 or older, elderly and/or have a disability. (Karen Reichel, Director, Contracts and Grants, 512-936-2450)

2) MOWAM has 42 years of experience promoting dignity and independence for older adults in our community. We began serving in 1972 and this year, with the help of over 7,500 dedicated and caring volunteers, MOWAM will provide more than 700,000 meals to some 4,000 older adults and individuals with disabilities. Members of our board have expertise in social work, nutrition sciences, and gerontology. The Vice President for Client Services has a Master's Degree in Gerontology and over 20 years working with MOW programs in Texas. She has a

team of case managers and licensed social workers. We also have two Registered Dietitians on staff.

3) MOWAM is a premier Meals on Wheels model in the United States, providing a holistic approach to meal delivery and client services. In addition to over 40 years of providing the meals, we have been providing many “And More” services such as Groceries to Go and Handy Wheels since 1994 and our two-tiered case management system since 2008. All these additional services help clients get the additional support they need to maintain their health and stay in their homes.

The efficiency of our organization is one of our most important strengths. In 1993, we consolidated our many cooking sites into one central kitchen that distributed prepared meals to pick up sites. This helped us stretch our dollar and reach more people. Based on our history, efficiency, and the effectiveness that we have demonstrated over our 42 years of service, Meals on Wheels and More has the ability to lead and manage this proposed strategy successfully.

H. Data Management and Program Evaluation

1) Meals on Wheels and More has used our Microsoft SQL Server data management system for over nine years. This database, with over 26,000 unique client entries, is used daily to record client information, schedule volunteer assignments, track meal deliveries, and report on services. We have a Software Database Manager that designs and modifies the database, creates reports, and maintains the system’s accuracy and effectiveness.

Because of the specialized nature of this custom database, Meals on Wheels and More has been able to adapt the software to address unique and special circumstances that may arise from

the program. These include adding fields to document additional state-required information, designing reports that reflect a specific population or time period, and creating specialized schedules for volunteer delivery. However, the growing size of our database, the increased number of users, and recent changes to software will make it difficult to continue on this platform. We are currently in the process of conducting a needs assessment to determine whether we should purchase a commercial product or whether we should continue with an in-house solution.

2) Data is used on a regular basis to review the status of program operations and identify potential problems. We use monthly reports that address demographic and program use statistics. We also conduct annual surveys to monitor client satisfaction with our meals and with our services. In addition, we regularly run reports to determine the location of our routes and how many are covered by volunteers. Any trend changes identified through these reports are discussed among the Senior Staff. At least twice a month, the team discusses what changes or adjustment need to be made and monitors the effects of previous changes.

A management report that highlights important statistics and program activities is sent to the board every month. They also receive a monthly Treasurer's Report that looks at the Statement of Revenue and Expenditures as well as trends of revenue, expenses and operating reserves. These monthly reports allow our Board to conduct their oversight of our organization.

Finally, we produce reports for almost all of our grantors that identify our outputs and outcomes on a regular basis, so we can constantly monitor how long people are staying on our services and how well they are doing.

3) MOWAM has a strong working relationship with (DADS), with whom we contract to provide many of our home-delivered meals. The provision of meals to those clients is subject to time requirements as outlined under the Texas Administrative Code. To initiate meal services, we must receive a referral from DADS and begin services within 10 days. Notification of service initiation must be returned to DADS within 21 days. Without this sharing of information in a timely manner, we would be unable to receive reimbursement for services.

I. Staffing Plan

1) Under the leadership of Dan Pruett, the President and CEO, three departments are integral to the successful implementation of the MOW Program—Client Services, Volunteer Services and Distribution, and Nutrition Services.

The Client Services Department, led by VP Mary Teeters, MS, and AVP Linda Perez, LSW, is responsible for verifying client eligibility for meal service and providing holistic case management. They manage intake specialists, case managers and social workers. The intake specialists conduct an extensive screening process over the phone to provide the initial assessment for eligibility. On an average day, our intake specialists will screen 12-15 people.

Intake specialists then match clients to a case manager/social worker. Clients with a high risk of moving into a more restricted living arrangement, such as nursing homes, receive comprehensive case management from our most experienced, professional case managers. These case managers have case loads of about 65 clients each. Lower-risk clients are served by our team of supportive case managers with approximately 300 clients each on their case loads.

They visit the clients upon enrollment and at least once per year after that. In addition to certifying clients for the meal program, case managers refer clients to MOWAM's internal And More programs and other programs offered by the City, County, and other nonprofits. Through this two-tiered team approach, we are better able to ensure that clients are aware of the resources available to them so that they have optimal physical and mental health and live in safe and stable environments.

The Volunteer Services and Distribution Department, led by VP Theresa Medlin, coordinates the distribution of meals to our clients through the use of paid staff and over 7,500 volunteers. The Director of Volunteer Services, who reports to the VP, ensures that every delivery route is covered every day. This includes managing a team that recruits and retains enough volunteers to cover 250 routes per day or 1250 routes per week. This team is also responsible for assigning volunteers to routes and finding substitutes when a regular volunteer is unable to drive. The Director also supervises Meal Managers who work at distribution sites to ensure the appropriate types and number of meals are given to our volunteers. In addition, the Director supervises a team of Back Up Drivers that are available cover any routes that have not been delivered by volunteers.

As of March 2014, MOWAM had 7,751 active volunteers. Of those, 3,978 are individual volunteers, and 3,773 are individuals who volunteer with one of our 290 company teams. Over the past two years, this team has ensured that volunteers deliver an average of 90% of routes, saving approximately \$2 million per year that can be redirected to feeding more people.

The Manager of Routing and Specialized Distribution Programs, who reports to the VP, designs the delivery routes so that deliveries are in close proximity to each other and can be delivered in an hour. He also manages distribution drivers for our non-MOW programs. The

Manager of MOW Distribution Programs, who also reports to the VP, manages a team of Delivery Clerks that are responsible for taking the meals to our 13 distribution sites around Austin so that our volunteers can easily pick them up and deliver them to our clients. They also deliver 10 “special routes,” that we are unable to assign to volunteers.

The Nutrition Services Department is run by Director Seanna Marceaux, MS, a Registered Dietitian, who reports to the Vice President and Chief Program Officer. She ensures that the meals address the most current nutritional needs of older adults and is the chief liaison between MOWAM and the professional food company that operates the kitchen and prepares the meals. The Director designs six (6) different therapeutic meals to meet the US Department of Agriculture's Dietary Guidelines for Americans and provide one-third of the Dietary Reference Intake (DRI). The Director also monitors kitchen operations and food safety precautions for the production of over 3,000 daily meals. The Director also provides nutrition education to clients that covers the most current information regarding the health of older adults. The Director supervises a coordinator that assists the Director in providing kitchen oversight and data collection.

In the many years that we have had this system, MOWAM has received clean reviews and monitoring reports from the various entities with which we contract, indicating that the staffing plan is appropriate for our proposed strategy.

2) See Program Staff Positions and Time section.

3) See attached job descriptions.

Part II – Cost Effectiveness

A. Budget

1) Meals on Wheels and More respectfully requests \$434,283 from the City of Austin to help fund 10.7% of the Meals on Wheels Program. These funds will be used to address our primary goal of safety net/infrastructure services for seniors and individuals with disabilities – funding the provision of meals, personnel salaries necessary for providing case management and ensuring that the nutritious meal gets delivered, and operating expenses which allow us to continue serving Austin seniors.

2) For FY 12, our fundraising and administrative percentage was 17% of overall revenues. This falls below the recommended average of 25% for these types of costs. And it should be noted that for the ninth year in a row, in 2013, MOWAM has earned a 4-star rating from Charity Navigator for its ability to efficiently manage and grow its finances. According to Charity Navigator, “Only 1% of the charities we rate have received at least 9 consecutive 4-star evaluations, indicating that Meals on Wheels and More outperforms most other charities in America. This “exceptional” designation from Charity Navigator differentiates Meals on Wheels and More from its peers and demonstrates to the public it is worthy of their trust.”

B. Cost per Client

1) The average cost to the City per client served per year is \$1,401. This cost was calculated by dividing the City request (\$434,283) by the number of unduplicated clients served by the City of Austin contract (310).

2) At this time, there are no committed funding sources for FY 16. Historically, however, we have been able to fully fund the Meals on Wheels program through government contracts, private foundation grants and individual donations. With that in mind, the average cost per client from all funding sources per year is \$1,394. This average was calculated by dividing the total cost of the program (\$4,043,876) by the total number of unduplicated clients projected for FY 16 (2,900).

3) The average cost per client for our first and second output is described in question 1. This is the same amount whether you are looking at one year output or the three year output.

The average cost per meal (third and fourth output) is \$7.93. This average was calculated by dividing the total cost of the program (\$4,043,876) by the total number of meals projected for FY 16 (510,000). This is the same amount whether you are looking at one year output or the three year output.

The average cost of clients that maintain housing (Outcome #1) is \$1,848. This average was calculated by dividing the total cost of the program (\$4,043,876) by the total number of clients who maintained housing for FY 16 (2,188).

The average cost of clients that improve or maintain their nutrition status (Outcome #2) is \$3,582. This average was calculated by dividing the total cost of the program (\$4,043,876) by the total number of clients who improved or maintained their nutrition status for FY 16 (1,129).

The average cost of clients over 60 whose overall health has improved or remained stable (Outcome #3) is \$5,252. This average was calculated by dividing the total cost of the program (\$4,043,876) by the total number of clients over 60 whose overall health improved or remained stable in FY 16 (770).

4) As the number of seniors in our community continues to increase, we face the likelihood that more and more of them will need to access services provided by the City, County, and State, especially if they do not have the financial resources with which to pay for private services. Older adults who do not have access to healthy food choices are more likely to have poor health outcomes; they are more likely to fall ill and have emergency situations in which they will need to depend upon City and other public services. They are also more likely to enter public assisted living facilities—at an enormous cost. For example, the Texas Department of Aging and Disability Services spends an average of \$39,000 per person annually on individuals in publicly supported Medicaid nursing homes. According to the Centers for Disease Control, programs that intervene to help disabled and elderly people live independently can decrease long-term health care costs by preventing the need to move to more costly care facilities. In contrast to the high cost of nursing homes, Meals on Wheels and More spends just \$1,400 per person each year to feed clients and help them maintain their independence.

5) The return on investment for funding the Meals on Wheels program is high. For every person served by the Meals on Wheels program that avoids premature institutionalization in a publicly supported nursing home, state taxpayers save over \$37,000. In FY 13, 142 new clients entered the Meals on Wheels program that were at high risk for entering a nursing home. For just these people, the community will save \$5.2 million per year in state-supported nursing care.

C. Program Funding Summary

1) At this time, there are no committed funding sources for FY 16. Historically, however, we have been able to fully fund the Meals on Wheels program through government contracts, private foundation grants, and individual donations. We have listed our FY 14 funders in Section 0655.

Part III – Local Business Presence

Meals on Wheels and More is a local, independent nonprofit that began its work in East Austin in 1972. All of our work and meal preparation is done at our administrative and central kitchen facility located at 3227 East 5th Street in East Austin. We have been in this particular location since 1999. Meals on Wheels and More does not have a sponsoring/parent organization but is a founding member of the Meals on Wheels Association of Texas and a member of the national Meals on Wheels Association of America.

Part IV – Bonus Evaluation Points

A. Collaborations/Connections to Additional Goals & Categories

1) Every Monday through Friday, Meals on Wheels and More works with a 13 local churches, community centers and retirement homes to provide distribution centers for our Meals on Wheels Program. These centers are located throughout Austin with many concentrated in the areas of Northeast, East and Southeast Austin. Our collaboration with these churches and centers allow us to serve more of our target population than if we just delivered from our central kitchen facility.

Meals on Wheels relies on volunteers to deliver our meals. Because many of our volunteers are using their lunch hours from work to deliver, we are dedicated to designing our routes so that they can be delivered in an hour. That means not only grouping clients on a route by neighborhood but also offering meal pick-up close to the clients. Without these distribution sites, we would be forced to rely on staff delivery which would increase the cost and reduce the number of people we are able to serve. Relying on volunteers and our 13 distribution sites means that we keep delivery possible for those who volunteer their time and increase our capacity to serve more people.

2) And integral part of the Meals on Wheels program is our delivery of food, a basic necessity. However, just as important are the case management services that we offer that provide Problem Prevention and Universal Support Services. Specifically, our case managers provide various assessments during the intake process. One is the PHQ-9 that helps identify those clients that suffer from clinical depression but are not seeking mental health intervention. Clients who are identified as depressed are encouraged to work with their primary physician. If appropriate, case

managers will also direct them to community programs that treat depression to help prevent and alleviate depression symptoms that could lead to a loss of self-sufficiency. In addition our case managers are knowledgeable about the vast societal support services that are available for low income families and older adults and seniors with disabilities. They often refer clients to these additional support services as needed and can assist with information gathering and the application process. Without knowledge about or access to these other services and programs, many of the people we serve would face premature institutionalization in state supported nursing homes.

B. Leveraging

Support from the City of Austin is vital to leveraging other funds as it demonstrates to other potential funders (individuals, foundations, and corporations) that we are a good steward of resources and that our services are vital to the community. For example, City funding allows us to apply for increased funds from the Texas Department of Agriculture (TDA). TDA will only fund programs that provide meals in addition to ones contracted by the state. City funding allows MOWAM to provide those additional meals and thus qualifies us for more TDA funding.

C. Healthy Service Environment

1) Meals on Wheels and More is a Tobacco-free Campus. This policy was effective April 15 2014. A copy of the policy is attached.

Meals on Wheels and More is Mother-Friendly Workplace. We provide schedule flexibility to all of our employees. For mothers in particular, our organization provides private locations for lactation pumping, two break rooms that provide access to water and a sink for washing hands

and rinsing equipment as is needed, and use of the refrigeration facilities in the employee break rooms. In addition, Meals on Wheels and More provides two weeks paid maternity leave.

Meals on Wheels and More has a well-established Employee Wellness Initiative. Physical health is promoted through quarterly “Go for the Goal” challenges that encourage employees to set and follow progress toward a healthy living goal. The organization also regularly sponsors Salad Bar days that provide employees a chance to practice healthy eating. We also promote the mental health of our employees through our employer-funded Employee Assistance Program. Meals on Wheels and More has been providing this benefit to its employees for the last four years. Our Health and Wellness Program is attached.

Meals on Wheels and More has a Violence Prevention Policy that focuses on preventing workplace violence and creating a safe working environment. The policy has been in place since 2010. A copy is attached.

2) Meals on Wheels and More follows practices to ensure a Mother-Friendly Workplace and plans to have a written support policy in place by the start of fiscal year 2015.

Authorized Negotiator

The following person is authorized to negotiate contract terms and render binding decisions on contract matters:

Dan Pruett

President & CEO

Meals on Wheels and More

3227 E. 5th Street

Austin, Texas 78702

512-476-6325 ext. 124



Austin/Travis County
Health and Human Services Department
P.O. Box 1088
Austin, Texas 78767
Phone: 512-972-5010 Fax: 512-972-5082



April 11, 2014

Dan Pruett, President and CEO
Meals on Wheels and More, Inc.
3227 East 5th Street
Austin, TX 78702

Re: Meals on Wheels and More February 25-27, 2014 On-site Review and Contract Monitoring Report for the following contract:
Meals on Wheels and More for Social Services, NG120000020: April 1, 2012 through September 30, 2014

On behalf of the Austin/Travis County Health and Human Services Department Contract Compliance Unit, I would like to thank you for your time, preparation and assistance throughout our on-site monitoring.

Larry D Hopkins and Natalie Cuccia of the Austin/Travis County Health and Human Services Department (HHSD) Contract Compliance Unit (CCU) conducted an on-site monitoring of the Meals on Wheels and More, Inc. (MOWAM) contract on Tuesday, February 25, 2014 through Thursday, February 27, 2014.

MOWAM provides a wide array of client services: meals, supportive contacts, structured activities, home repairs, and an extensive client services referral network providing access to food, rent and utility assistance, durable medical equipment, and energy assistance. MOWAM has daily contact with the client that provides excellent opportunity to interact with the client and assess needs that might exist. MOWAM is a highly organized and efficient service provider. Interaction with staff during the on-site visit provided evidence of knowledgeable, dedicated staff. The facilities were excellent: clean, organized, and modern, providing a comfortable, pleasant, and enjoyable atmosphere

The monitoring produced results (listed below) associated with HHSD contract and funds awarded through the contract. The contract provides funding for hot meals delivered to the homes of eligible elderly and disabled individuals. CCU reviewed agency organization, business processes, financial records, reporting, and job descriptions. In addition, sixty-seven (67) client files, thirty-one (31) personnel files, and thirty-eight (38) volunteer files were reviewed.

The monitoring results documented by the CCU are presented as guidance and information to MOWAM management. The CCU report has pertinence to the contract reviewed, other contracts held by MOWAM, and possible future contracts with HHSD.

Findings: 0

Concerns: 2

1 Incomplete entries on Form I-9's

4 of 31 (12.9%) Form I-9s were incomplete in Section 2, Columns A and B. The Form I-9 provides spaces to answer questions that pertain to documents used to complete both Columns A and B. The majority of incomplete forms did not have one or both of the following: name of issuing authority or type of document. Forms I-9 were properly stored and organized.

Agency Response

"In reviewing the files, we found that in 4 of the 5 (31) files noted as deficient, were missing the issuing authority information. This occurred on the older versions of the I-9 forms and was due to the ambiguous nature of the instructions on the face of the form. Specifically, the words "issuing authority" are only present in column A of the form and identification sources utilized were from columns B & C.

Corrective Action Taken: We have taken corrective action on all older version forms where a deficiency was noted and do not see it being an issue moving forward as the new version of the form has made the requirements very clear and we are diligent in our administrative practices. I've attached samples of both forms for your review. Please see instructions on form in Section 2."

Recommended Action:

- *Directions for the completion of the Form I-9 must be followed. The structure of the older I-9 Form does lead to possible ambiguity of requested information for Section 2. However, Section 2 was completed with the document number being entered on the appropriate line in Section 2. The file review revealed copies of the source documents were attached to the Forms I-9 (although not required); hence, the issuing authority and document type were known to the agency although not entered in Section 2. Due to the agency having the source documents attached to the Form I-9 and the perceived ambiguous structure of Section 2 on the old Form I-9, the monitoring result has been changed from a finding to a concern. No problems were found with the new Form I-9 completion.*
- *The Agency Response related to Required Action is acknowledged and accepted.*

2. Criminal Background Check Documentation Not Retained

- Hardcopy documentation of criminal background check data was not available for review for any employees. Monitors found the notation "**CBC (checkmark) (date)**" on the initial employment paperwork for a majority of the employees, but did not find the notation on 13 files. MOWAM reviewed all personnel files and determined that the "**CBC (checkmark) (date)**" notation was present on all employee files except for three (3) employees. Three employees were hired prior to the requirement for a criminal background check (10 to 39 years ago). MOWAM statement is accepted for the following reasons: (1) consistent manner in which the CBC citation was provided in the remaining records of similar time periods, (2) CCU staff being unfamiliar with the CBC citation versus hardcopy documentation existing in a separate file, and (3) oversight of the CBC citation and CCU staff being unfamiliar with the CBC citation.
- MOWAM personnel policy states that criminal background check information is destroyed after a hiring decision is made.
- Review of the Texas Health and Safety Code and more appropriately, the Texas Administrative Code (TAC) Title 40, Part 1, Chapter 97, Subchapter c, Division 3, Rule §97.247 establishes completion of criminal background checks as a required contractor activity, and set forth the documentation requirements and frequency for completion of criminal background checks.
- This area of contractor compliance is cited as a concern versus a finding as follows:
 - Contract does not cite the requirement for criminal background checks for elderly or disabled adult clients (does have citation for minor children); therefore, the contractor did not have the appropriate requirement to or procedures for documenting compliance other than the general requirement to abide by all state and federal laws.
 - Meals on Wheels and More has a formal personnel policy requiring criminal background checks for prospective employees and volunteers.

Agency Response

We have updated our Personnel Background Check Procedure to include in the employee's personnel file a

printed CBC screen with date and time where no criminal background is found. This will serve as documentation that the test was completed. We have also updated our procedure to ensure that where a criminal history does exist and an offer of employment is made and accepted the criminal history report will be kept in a binder separate from the personnel files. Our Volunteer Services department is making the same adjustment to the volunteer procedure. We will update our policy and submit it for Board approval at the Board meeting in May.

Recommended Action:

- *Contractor should continue acquisition of criminal background checks for all new employees and volunteers.*
- *Contractor must retain copies of the requests for criminal background checks and response in order to document compliance with the required action.*
- *Contractor must establish a separate file for criminal background checks and store all related documents in that file (similar to action taken for Forms I-9).*
- *Contractor must revise their personnel policy requiring the destruction of criminal background checks after a decision is made to employ an individual or accept a volunteer. Contractor will provide CCU with confirmation that the Board did approve the revised personnel policy*

Amount of Repayment: \$0.00

Please review the details contained in this letter with appropriate members of your staff and with your Board Members as the specified actions should be completed and actions taken to prevent recurrence.

This report must be disclosed to your independent auditor during the course of your next audit.

A Management Response to this report is not required. This letter serves as notice that CCU's monitoring action is **closed out** effective with the receipt of Board approval of the changes to the criminal background check policies as described in Concern 2, Required Action. Please provide CCU with a copy of Board approval of the policies (planned for the May 2014 Board Meeting). Any changes in your monitoring level are communicated by your contract manager.

If members of your staff have questions regarding any of the content of this letter, please e-mail the question to the Contract Compliance Unit at: hhsdccu@austintexas.gov and a response will be provided.

The dedicated staff of your agency, via your leadership, enhances the lives of many individuals in the City of Austin and Travis County. The collective efforts of your staff, serving in the name of your agency, also assist Austin in becoming the most livable city in the country. Thank you and best wishes.



Carlos Rivera, Director

Original: Dan Pruett, President and CEO, MOWAM
Michael Brown, Board Chairperson, MOWAM
Larry Cosper, Executive Vice-President and CFO, MOWAM
Cc: Kymberley Maddox, Chief Administrative Officer, HHSD, Administration
Stephnie Connell, Program Manager, HHSD, CCU
Stephanie Hayden, Assistant Director, HHSD, Community-based Services
Robert Kingham, Program Manager, HHSD, Community-based Services
Willie Williams, Contract Manager, HHSD, Community-based Services
Laura Diaz, Internal Auditor, HHSD, Audit



COPY

Mailing address:
P.O. Box 17848
Austin, TX 78760-7848

Physical address:
6800 Burleson Rd.
Building 310
Suite 165
Austin, Texas 78744

Austin local
512.916.6062

Toll Free
1.888.622.9111

Fax
512.916.6042

www.aaacap.org

March 21, 2014

**Response due:
April 21, 2014**

Mr. Dan Pruett, Executive Director
Meals on Wheels and More, Inc.
3227 East 5th Street
Austin, TX 78702

Re: FY 2014 Monitoring
Nutrition Services and Fiscal

Bastrop

Blanco

Burnet

Caldwell

Fayette

Hays

Lee

Llano

Travis

Williamson

Counties

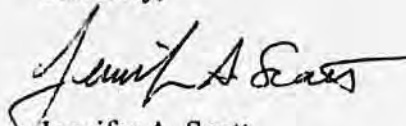
Dear Mr. Pruett:

Enclosed for your files is the narrative report of the monitoring conducted February 19 – 21 by AAA staff. At the completion of the fiscal/administrative review, an exit conference was conducted to present the compliance summary and identify areas of non-compliance.

Also included are monitoring reports of the administrative/fiscal review and congregate site visits conducted at the Metz Recreation Center and the Jonestown senior nutrition sites.

Please contact this office if you have any questions.

Sincerely,


Jennifer A. Scott
Director of Aging Services

Enc: Narrative Report: Administrative/Fiscal
Narrative Report: Nutrition Programs

NARRATIVE REPORT: ADMINISTRATIVE/FISCAL

The AAA staff visited MOWAM's administrative office February 19 & 20, 2014 to conduct administrative/fiscal review. Present during the entrance conference was Dan Pruett, Larry Cosper, Mary Teeters, Linda Perez, Theresa Medlin, Seanna Marceaux, and Lydia Kelley.

Written policies and procedures were reviewed to ensure adequate internal controls and to ensure proper handling and accountability of funds. AAA staff performed desk reviews of MOWAM's fiscal policies and procedures, general ledgers, financial statements, the most recent audit report and inventory of physical assets. Program income and expenditures reported for October 2013 and November 2013 were also reviewed against what was reported to AAA. The agency's FY 2013 independent audit was not yet received.

There were two (3) concerns. Action Required – see pages 3-4

Upon review of the Volunteer Training Manual, AAA staff noted that the client contributions policy for both Congregate and HDM did not explicitly state that volunteers are forbidden from spending client contributions for personal gains. All program income must be spent to support the program for which it was given.

The Program Directors provided revisions to their Cash Receipts Procedures and their Congregate Meal Policy Binder on February 25.

No further corrective action is required.

NARRATIVE REPORT: Home Delivered Meals

Monitoring of the home delivered meal program was conducted on February 19. The review included 30 client files, volunteer training documents, volunteer logs, clients rights and responsibilities, policies for addressing significant changes in clients, meal production site inspections, approved standard menus, temperature tracking records, self-monitoring of routes, screening of subcontractors and staff against the national List of Excluded Individuals and Entities (LEIE), client complaint procedures & logs, satisfaction surveys, emergency procedures, subcontractor review and agency policies and procedures.

No findings or concerns were noted.

NARRATIVE REPORT: Congregate Meals

The monitoring of congregate meal services was conducted on February 20 at the Metz Recreation Center. Approved menus were posted, documentation of volunteer training and nutrition education contacts were available for review and site operating hours, signage acknowledging DADS as a supporter, legal hotline telephone # for seniors, civil rights policies and procedures, suggested client contributions and fees for non-eligible participants, standard menus, emergency evacuation plans, CPR/AED certifications, required permits were observed at the site. Proof of fire drills and fire extinguishers and emergency phones were also observed as well as the client contributions box. Participants were actively engaged in recreational activities.

The monitoring of congregate meal services at the Jonestown nutrition site was conducted on February 21st. Menus were posted, temperatures were recorded, and documentation of volunteer training and nutrition education contacts were available for review as well as all signage and information materials as was observed at the Metz Recreation Center.

There were no findings and 1 concern.

In both cases, AAA staff expressed concerns about the temperatures of food items delivered to both meal sites and had a follow up meeting with the Director of Nutrition Services to clarify policies regarding temperature requirements for meals delivered to nutrition sites. The Director of Nutrition relayed a 2009 memo of a meeting between MOWAM representatives, the then DADS Assistant Commissioner, the Director of DADS A&I division and other DADS staff regarding the concerns about the interpretation of TAC rules concerning temperature requirements during monitoring visits. The Director forwarded a copy of the policy broadcast that was sent out to all AAAs from DADS clarifying the TAC rules on Nutrition Services. AAA staff determined that MOWAM was therefore in compliance with such TAC rules as clarified by DADS.

No further action is required.

Nutrition Services MOWAM

CONCERNS are those issues which may result in recommendations for change in operational practice in order to ensure that future irregularities do not occur which may lead to a **FINDING**.

Concern #1: Concern #1: Physical Inventory

A review of both the kitchen equipment and vehicles purchased with Title III funds was conducted during the Administrative and Fiscal review (Feb 19-20). All vehicle inventories were verified by AAA staff.

The inventory records of the kitchen equipment, however, did not match the physical assets reviewed. Some kitchen equipment (e.g. walk-in coolers/freezers, carts, and storage racks) could not be verified by AAA staff because they either did not have labels or the unique ID numbers on the labels did not match the unique ID numbers on MOWAM's inventory records. The last physical inventory was conducted on February 13, 2014 by MOWAM.

The Facilities Manager reviewed all of the kitchen equipment, labeled the equipment missing inventory labels and corrected those that possessed inaccurate ID numbers on the tags. AAA staff verified the Kitchen equipment on 2/21/14.

Completion: April 21, 2014: A corrective action plan to ensure MOWAM maintains accurate and updated records of all physical assets purchased with Title III funds during its annual internal inventory.

Concern #2: Bank Reconciliation Procedures

Bank Reconciliation procedures were not included in MOWAM's Fiscal Policies and Procedures document which was reviewed by AAA staff. A request for such procedures was issued by AAA staff on March 12, 2014. MOWAM provided an overview of their bank reconciliation procedure that does not provide sufficient information about the roles and responsibilities of staff members involved in reconciling cash accounts with the bank (s) records.

Completion: April 21, 2014: Submit a revised Bank Reconciliation Procedural document that provides details as to the process for reconciling cash accounts as well as the roles of each staff member involved in the process.

Concern #3: Approved Menus for Congregate Frozen Meal Pilot Project

The approved frozen menu for the Jonestown Congregate site is missing the dietician's signature date upon review by AAA staff on February 22.

Completion: April 21, 2014: Submit an approved frozen menu with the dietician's signature dated as required.



City of Austin Health and Human Services Department

P.O. Box 1088
Austin, Texas 78767

COPY

September 23, 2013

Dan Pruett
President and CEO
Meals on Wheels and More
3227 East 5th Street
Austin, TX 78702

**Re: Community Based Resources Contract Desk Review Monitoring Visit
Meals on Wheels and More**

Dear Mr. Pruett

Community Based Resources conducted a monitoring visit of Meals on Wheels and More on the August 15, 2013. The visit included a Financial Review, Performance Review, Technical Assistance, and Administration Review of the Meals on Wheels and the Congregate Social Program programs.


During the review there were no concerns, recommendations or findings identified.

We commend you for the work you are doing in the community and please extend our gratitude to the Meals on Wheels and More's staff for facilitating the visit.

If you have any questions or comments regarding this report, please feel free to contact Willie Williams at (512) 773-5059.

Sincerely,


Edna Staniszewski,
Contract Compliance Associate


Willie Williams, M.S., L.C.D.C., C.A.S.
Liaison/ Contract Manager

cc:
Robert Kingham, Manager, Community Based Resources



Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 854-4115

August 2, 2013

Michael C. Brown, Board Chair
Meals on Wheels and More, Inc.
3227 E. 5th Street
Austin, Texas 78702
Via email: Mike.Brown@texascapitalbank.com

Re: 2013 Travis County Monitoring Visit, Contract #PS090095RE

Dear Mr. Brown:

We conducted a monitoring visit of the contract referenced above on June 6th, 2013. The reviews included administrative, financial and program performance reviews of the Congregate Meals & both the Single Term and On-Going Meals on Wheels Programs.

We are pleased to inform you that no issues or concerns were identified during these reviews.

We commend you for the work provided to the community by Meals on Wheels and More, Inc. Feel free to contact LaDonna if you have questions. Please extend our thanks to your staff for facilitating our monitoring visit.

Sincerely,

LaDonna Brazell
Contract Compliance Specialist
HHS Finance Division
512/854-7875
ladonna.brazell@travis.co.tx.us

San Juana Gonzales
Contract Compliance Specialist
HHS Finance Division
512/854-4122
SanJuana.Gonzales@travis.co.tx.us

Cc: Dan Pruett, MOWM Executive Director
Sherri Fleming, HHS/VS County Executive, Travis County
Kathleen Hass, HHS/VS Finance Manager
Dennis Chapman, HHS/VS Program Lead

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

April 23, 2013

Mr. Dan Pruett
Executive Director
Meals on Wheels & More, Inc.
3227 East Fifth Street
Austin, TX 78702

RE: Home-Delivered Meal Grant Program Monitoring – App. No. **HDM-12-927**

Dear Mr. Pruett:

The Texas Department of Agriculture (TDA), in conjunction with our contract monitoring firm, Jansen and Gregorczyk, CPAs, has completed a financial and performance monitoring on-site review of your agency's grant for the fiscal year 2012 Texans Feeding Texans: Home-Delivered Meal Grant Program. The on-site monitoring review indicated your agency is in full compliance with the administrative, program and financial requirements of the grant program as indicated on the attached monitoring summary.

We appreciate your cooperation during the monitoring process. If you have any questions, please contact Mindy Fryer, grants specialist at (512) 463-6908, or by email at Mindy.Fryer@TexasAgriculture.gov.

Sincerely,



Karen L. Reichel
Grants Coordinator



PROVIDER: MEALS ON WHEELS AND MORE
ON-SITE MONITORING SUMMARY OF THE FY 2012 HDM GRANT FROM TDA
FOR TRAVIS COUNTY

| | Yes | No | Finding |
|--|-----|----|---------|
| ADMINISTRATION | | | |
| Does provider have adequate client eligibility procedures and documentation in place? | X | | |
| Were any problems noted regarding client eligibility? | | X | |
| PROGRAM SERVICES | | | |
| Does the provider have adequate procedures and documentation in place to ensure that all meals served meet the 1/3 RDA? | X | | |
| Are all meals approved by a dietary consultant? | X | | |
| Does the provider have adequate menu substitution procedures? | X | | |
| Were any problems noted regarding the 1/3 RDA? | | X | |
| Does the provider have copies of the most recent health and safety inspections? | X | | |
| Were the most recent health and safety inspections performed within the last 12 months? | X | | |
| Were any deficiencies noted in the inspections resolved? | X | | |
| Does the provider have adequate procedures and documentation in place to ensure that all hot meals are delivered with four hours of completion of cooking? | X | | |
| Does the provider have adequate procedures and documentation in place to ensure compliance with food temperature requirements? | X | | |
| ACCOUNTING AND REPORTING | | | |
| Does the provider have adequate procedures and documentation in place to ensure that TDA funds are spent to supplement and expand existing home-delivered meals? | X | | |
| Were all costs reported by the provider on the quarterly reports accurate, allowable and supported by documentation? | X | | |
| Does the agency have an adequate accounting system for recording, tracking, and reporting TDA expenditures for the HDM program? | X | | |
| Were any problems noted regarding direct cost allowability or documentation? | | X | |
| Does the provider have an appropriate cost allocation methodology in place for allocating costs to the TDA grant? | X | | |
| Were all allocated costs charged to the TDA grant accurate and supported by appropriate documentation? | X | | |
| Were any problems noted regarding allocated costs allowability or documentation? | | X | |
| Does the agency have adequate procedures and documentation for recording, tracking, and reporting total home-delivered meals served? | X | | |
| Were any problems noted regarding reported home-delivered meals or documentation? | | X | |
| OTHER ISSUES | | | |
| Did the provider receive the required minimum county match? | X | | |
| Were any other issues or potential problems noted during the on-site review? | | X | |



6800 Burleson Rd.
Building 310
Suite 165
Austin, Texas 78744

Austin Local
512.916.6062

Toll Free
1.888.622.9111

Fax
512.916.6042

www.aaacap.org

Bastrop

Blanco

Burnet

Caldwell

Fayette

Hays

Lee

Llano

Travis

Williamson

Counties

April 1, 2013

Mr. Dan Pruett, Executive Director
Meals on Wheels and More, Inc.
3227 East 5th Street
Austin, TX 78702

Re: FY 2012 Monitoring
Nutrition Services and Fiscal

Dear Mr. Pruett:

Enclosed for your files is the narrative report of the joint monitoring conducted February 25 – 26 by the AAA staff and the DADS contract manager. At the completion of the joint monitoring of the home delivered meals program, an exit conference was conducted to present the compliance summary and identify the areas of non compliance.

Also included are monitoring reports of the fiscal review and congregate site visits conducted at the Alamo and South Austin-Durwood nutrition sites.

Please contact this office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer A. Scott".

Jennifer Scott
Director of Aging Services

Enc: FY 2012 Annual Monitoring Report

A Program of the
Capital Area Council
of Governments

NARRATIVE REPORT: Home Delivered Meals

A joint monitoring of the home delivered meal program was conducted for Meals on Wheels and More on February 25 & 26 with assistance from Larry Cosper, Theresa Medlin, Mary Teeters, Lydia Kelly, Randy Wilhelm and Seanna Marceaux. The review included 30 client files, volunteer training documentation, meal production inspections, self monitoring of routes, subcontractor review and agency written policies and procedures.

The single area of non-compliance was identified by DADS in the Exit Conference:

- Review of client files identified that Title XX service eligibility/initiation requirements were not met for all files reviewed. MOWAM agreed to furnish a corrective action plan to the DADS Contract Manager by March 12, 2013.

No findings or concerns were noted on AAA's monitoring. Please forward a copy of the Corrective Action Plan that MOWAM submitted to DADS.

An overall compliance rating of 95.49 scored.

NARRATIVE REPORT: Congregate Meals

The monitoring of congregate meal services was conducted on February 28 at the Alamo Recreation Center nutrition site. Menus were posted, adequate temperatures were recorded, and documentation of volunteer training and nutrition education contacts were available for review.

There were no findings or concerns.

The monitoring of congregate meal services at the South Austin-Durwood nutrition site was conducted on March 1st. Menus were posted, adequate temperatures were recorded, and documentation of volunteer training and nutrition education contacts were available for review.

There were no findings or concerns.

NARRATIVE REPORT: FISCAL

AAACAP staff conducted desk review for fiscal monitoring of the MOWAM. Expenditures and program income revenues for the months of November and December 2012 were reviewed. Written policies and procedures were reviewed to ensure adequate internal controls and to ensure proper handling and accountability of funds.

There were no findings or concerns.

The agency's FY 2012 independent audit was received by AAA staff on March 22, 2013.



City of Austin Health and Human Services Department

**P.O. Box 1088
Austin, Texas 78767**

COPY

July 25, 2012

Dan Pruett
President and CEO
Meals on Wheels and More
3227 East 5th Street
Austin, TX 78702

Re: Agency Site Visit - Administrative and Fiscal Review

Dear Mr. Pruett:

On June 25, 2012, a site visit was conducted at Meals on Wheels and More (MOWAM) 3227 East 5th Street, Austin, TX 78702. Dan Pruett, President and CEO, Larry Cosper, Executive Vice President and Chief Financial Officer, Sue Laurent, Assistant Vice President and Director of Finance and Mary Teeter, Vice President Client Services represented MOWAM during the visit. Community Based Resources (CBR) staff, Edna Staniszewski, Contract Compliance Associate and Willie Williams, Liaison Contract Manager, conducted the site visit. The primary purpose of this site visit was to review the Administrative Financial Review (AFR).

Prior to the site visit, MOWAM completed on line AFR documents and submitted the following documentation for CBR review:

- Most recent fiscal year end budget to actuals
- Current fiscal year's budget
- Minutes from the last three Board meetings
- Organizational chart

I. AGENCY OVERVIEW

- MOWAM is an independent 501(c)3, established in 1982 and governed by a local Board of Directors.
- MOWAM's mission: "seeks to nourish and enrich the lives of the homebound and other people in need through programs that promote dignity and independent living".
- MOWAM has ten programs primarily aimed at providing nutritious high quality meals and a variety of life-enriching services to older adults and others in need.
- MOWAM serve over 2000 homebound people who can no longer prepare balanced meals for themselves.
- MOWAM's most recognizable services are: Meals on Wheels, Meals for Kids, H.O.P.E. and Second Meals.
- The Health and Human Services Department's funding is used to purchase of food and staffing.

- MOWAM also provides a Texas Veterans' Home Repair and Handy Wheels Program. Both programs provide safety-related minor home repairs for the homebound.
- MOMAM is a United Way Partner Agency.
- MOWAM is a member of the Meals on Wheels Association of America.
- In 2011, MOWAM received a 4-Star rating from Charity Navigator for the seventh year in a row by the Texas Department of Aging and Disability Services.

II. BOARD OF DIRECTORS

a. Structure

- The Board of Directors consists of 18 members and meets on a bimonthly basis.
- The August meeting is a retreat and part of the strategic planning process.
- The Board has eight standing committees: Executive, Endowment, Finance, Nominating, Personnel/Compensation, Fundraising and Development, Advisory Board and Client Service.
- The Board reviews fiscal operations monthly and approves the annual budget.

b. Fundraising and Financial Oversight

- The Fundraising and Development Committee oversees the fundraising programs.
- Board members volunteer with a commitment of time, talent, financial and in-kind support.
- Board members attend various fundraising events, including the Austin Keepsake Award and the annual golf tournament.
- Board members act as community spokespeople and highlight the organization and the benefits of services to the community.

c. Program Performance

- The CEO provides monthly updates on contract and monitoring activities.
- Department personnel submit written reports monthly.
- MOWAM also has Case Managers assist clients with other life-enriching programs and services that promote independent living and safety in the home.

III. FINANCIAL

- MOWAM received an unqualified opinion on the audit for the year ending December 2011.
- A copy of MOWAM's most recent 990 was provided to CBR staff in May 2012.
- MOWAM has a (2-1/2) two and one-half month of cash reserves.

IV. ADMINISTRATION

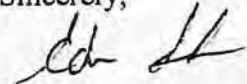
- MOWAM Board members recruit community volunteers to serve as members on the Board of Directors.
- MOWAM has more than 6,500 caring volunteers deliver hot, nutritious lunchtime meals each weekday to more than 2,000 homebound people.
- MOWAM's volunteers successfully complete a background check.

Observations

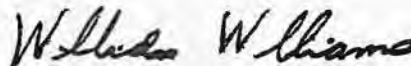
The Board of Directors is diverse and committed to providing quality services. MOWAM is committed to providing nutritious high quality meals and a variety of life-enriching services to older adults and others in need.

There are no findings or concerns to report. If you have any questions or comments regarding this report, please feel free to contact Willie Williams at 773-5059. We greatly appreciate your time and participation in this process.

Sincerely,



Edna Staniszewski,
Contract Compliance Associate



Willie Williams, M.S., L.C.D.C., C.A.S.
Liaison/ Contract Manager

cc:

Susan Gehring, Manager, Community Based Resources



6800 Burleson Rd.
Building 310
Suite 165
Austin, Texas 78744

Austin Local
512.916.6062

Toll Free
1.888.622.9111

Fax
512.916.6042

www.aaacap.org

May 15, 2012

Mr. Dan Pruett, Executive Director
Meals on Wheels and More
3227 5th Street
Austin, Texas 78702

Bastrop

RE: FY 2012 Monitoring
Nutrition Services and Fiscal

Blanco

Dear Dan:

Burnet

Enclosed for your files is the narrative report from the annual monitoring visit conducted April 30 thru May 2, 2012 by the Area Agency on Aging of the Capital Area (AAACAP) staff. Both program and fiscal aspects of the program were addressed.

Caldwell

Fayette

Should you have any questions, please contact this office.

Hays

Lee

Sincerely,

Llano

A handwritten signature in black ink that reads "Jennifer L. Scott". The signature is written in a cursive style with a large, stylized "J" and "S".

Travis

Jennifer Scott
Director of Aging Programs

Williamson

Counties

Enc: FY 2012 Annual Monitoring Report

NARRATIVE REPORT: Home Delivered Meals

A monitoring of the home delivered meal program was conducted for the Meals on Wheels and More (MOWAM) on April 30th and May 1st with the assistance of Larry Cosper, Mary Teeters, Theresa Medlin, and Seanna Marceaux. Approved menus and nutritional analysis were available for review, documentation of training, current health and safety inspections, documentation of insurance coverage, and program policies and procedures were all reviewed for compliance. Route monitoring to ensure adequate temperatures throughout completion of routes and timeliness of deliveries was reviewed and documentation ensures ongoing monitoring of meal routes being conducted.

There were no findings or concerns.

NARRATIVE REPORT: Congregate Meals

The monitoring of congregate meal services was conducted on May 2nd at the South Austin Senior Activity Center nutrition site. Menus were posted, adequate temperatures were recorded, and documentation of volunteer training and nutrition education contacts were available for review. The facility is clean and orderly, policies and procedures were reviewed, fire drills were documented and fire extinguishers had current inspections. Meal service was observed and temperatures were recorded. The Health and Safety Inspection and a copy of the current Fire/Safety inspections for this site were reviewed. Documentation of staff CPR, First Aide certification and Food Manager Certification were posted at the nutrition site.

The monitoring of congregate meal services was conducted on May 3rd at the Gus Garcia Recreation Center. Menus were posted, adequate temperatures were recorded, and documentation of volunteer training and nutrition education contacts were available for review. The facility was clean and orderly, policies and procedures were reviewed, fire drills were documented and fire extinguishers had current inspections. Meal service was observed. Meal temperature was not taken on monitoring day because there was not an extra meal available and recording of temperature of previous day's meal was provided and reviewed by monitoring staff. The Health and Safety Inspection for this site was reviewed. Documentation of staff CPR, First Aide certification and Food Manager Certification were posted at the nutrition site. A copy of the current Fire/Safety inspection was not located upon site monitoring. MOWAM congregate meal staff to follow up with Fire Marshall for any needed materials.

FOLLOW-UP: Correspondence sent to AAA monitoring staff on 05/04/12, from Lieutenant Ronald Gil, Austin Fire Department, stated that the inspection was approved in 2011 (*copy of this received by MOWAM on 05/10/12*) and that the annual inspection for 2012 will be occurring beginning May 8, 2012. All documentation needed regarding this issue has been received to date.

There were no findings or concerns.

NARRATIVE REPORT: FISCAL

AAACAP staff conducted a review for fiscal monitoring of the MOW agency. Expenditures and program income revenues for the months of December 2011 and January 2012 reviewed. Written policies and procedures were reviewed to ensure adequate internal controls and to ensure proper handling and accountability of funds.

There were no findings or concerns.

MEALS ON WHEELS AND MORE, INC.

PRESIDENT & CEO

Revision Date: 05/05/2003

Shift/Pattern: FULL TIME

 X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 Non – Exempt (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: CHAIRMAN OF THE BOARD OF DIRECTORS

Position (s) Supervised: ALL PERSONNEL

JOB SUMMARY

The President & CEO provides overall leadership to the organization and functions under the general direction of the Board of Directors. The President & CEO is responsible for the planning and implementation of policies and service goals, managing a multimillion-dollar budget and supervising a professional staff. The position reports to the Chairman of the Board of Directors.

EDUCATION, TRAINING AND WORK EXPERIENCE

A bachelor's or master's degree in business, public administration, management, human services administration or closely related field or discipline.

KNOWLEDGE, SKILLS AND ABILITIES

The CEO should demonstrate that he or she has five years of experience and training and that he or she has the following qualifications:

Management

· Leadership, management and business experience and skills in a senior

- supervisory or administrative capacity
- Contract administration
- Business development
- Progressive computerization and use of information technology
- Experience in developing mission and vision statements and implementing strategic plans
- Recruiting, managing and retaining capable senior staff level positions
- Successfully working with a diverse governing board
- Making management, financial and personnel-related decisions
- Directing business or organizational finances and budgeting
- Setting priorities, meeting deadlines for goals, products and/or services
- Evaluating the effectiveness or success of programs and making necessary modifications
- Fundraising skills including experience leading or participating in fund-raising efforts; ability to solicit from major contributors; knowledge of government and private funding sources; development of funding proposals; skills to encourage and energize supporters

Leadership

- Commitment to the MoWaM mission, and experience with or willingness to acquire knowledge in working with elderly, homebound and disabled people needs.
- Obtaining consensus and cooperation with executive decisions
- Communication skills, including a demonstrated ability to express and influence decisions, policies, positions, information and education
- Political skill, including persuasively and effectively with legislative bodies at various levels and with diverse segments of the community
- Personal qualities necessary for the job such as energy, enthusiasm, savvy, toughness, resiliency, commitment, dedication, integrity, humor, optimism, the ability to motivate and listen to others.

DUTIES, RESPONSIBILITIES AND TASKS

***DENOTES CRITICAL ELEMENTS**

- *1. Provides overall organizational leadership, executing its goals and implementing policy; administering and coordinating all phases of its operation, and board instituted directives.

- *2. Negotiates, executes and administrates all contracts, funding and programs;
- *3. Keeps the Board Chair and Board Members informed of all pertinent developments;
- *4. Recruits, manages, empowers and retains a capable and dedicated senior staff, setting and following up on approved priorities and work plans.
- *5. Oversees business operations, finances, budgeting, financial management and reporting including extensive computerization and information technology and assures that programs and services operate on a sound financial basis and adhere to an approved, annual budget.
- *6. Develops, with the Board, a comprehensive fund raising program involving public and foundation grants, mail solicitations, client contributions, special events, programs in cooperation with public and private organizations, Board sponsored fund raising programs; oversees these programs with Board support.
- *7. Ensures that there is an ongoing program of evaluating and reporting the effectiveness and efficiency of the programs and services provided by the organization.
- *8. Aggressively pursues business development opportunities to optimize kitchen infrastructure capability and create added revenue streams;
- *9. Develops with the Board a vision and strategic plan for the organization, updating these as necessary, tracking plan activities; provides leadership within the organization and in the community for activities, planning and programs affecting our sector and programs.
- *10. Administers the requirements of the Personnel, Confidentiality and other such policies that are officially adopted by the Board of Directors or as required by contracts and law.
- *11. Ensures effective interaction between Board and appropriate staff in reviewing finances, confronting problems, evaluating programs, developing new policies, programs and positions; proposes changes to improve operations; ensures that communication is coordinated and that a positive Board-staff relationship is developed and maintained.
- *12. Develops and implements public relations policies and communication programs that keep the public and other agencies informed of Meals on Wheels and More's operations, concerns, purposes, and goals; acts as spokesperson on behalf of MoWaM communicating verbally and in writing the organization's programs, policies and perspectives.
- *13. Actively pursues and develops a positive relationship with funding sources.
- *14. Insures that Meals on Wheels and More is represented in community leadership role locally and nationally.

Employee Signature: _____

Date: _____

MEALS ON WHEELS AND MORE, INC.

VICE PRESIDENT FOR CLIENT SERVICES

Revision Date: 10/01/2012 **Shift/Pattern:** FULL TIME

X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

N/A **Non – Exempt** (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: President & C.E.O.

Position (s) Supervised: Asst. VP for Client Services, Intake, Mike's Place Program Director and Volunteer Recruiter

JOB SUMMARY

Ensures client access to quality programs and services. Works to coordinate quality services both within Meals on Wheels and More and with outside agencies; identifies, assigns and processes client referrals when intake staff are not available. Supervises social workers in accordance with NASW standards or as directed and appropriate and Intake personnel. Provides support and guidance to staff and volunteers at Mike's Place and supervises the Program Manager and Volunteer Recruiter. Offers assistance and direction to Case Managers, "and More" Coordinators, program administrative personnel, intake specialist and interns in the absence of the division supervisors. The VPCS oversees the maintenance of accurate computerized and other records of clients and personnel activity in compliance with contractual and managerial requirements; and is responsible for interagency networking; Develops and revises departmental procedures, structure and direction with input from staff. This position reports to the President and CEO .

EDUCATION, TRAINING AND WORK EXPERIENCE

-
1. Master's degree in Social Work, Gerontology or related field.
 2. Two years in a social services direct services capacity.
 3. Supervisory and contract compliance experience
 4. Familiarity with Microsoft Access, Excel and Microsoft Word.
-

KNOWLEDGE, SKILLS AND ABILITIES

-
2. Knowledge of local social services system serving elderly, disabled, homebound and their caregivers and families.
 3. Knowledge of the psychosocial aspects of aging.
 4. Excellent interpersonal skills with regard to employee supervision, client management and working with volunteers.
 5. Works independently and uses good judgment in everyday and crisis situations.
 6. Establishes and maintains good relationships with clients, families, other staff and professionals from other agencies.
 7. Works effectively as an interdisciplinary team member.
 8. Demonstrates initiative, creativity and problem solving.
 9. Effective at planning, organizing, prioritizing and assigning tasks.
 10. Flexible and innovative; responds to a variety of situations.
 11. Basic knowledge of good nutrition.
 12. Transportation required.

DUTIES, RESPONSIBILITIES AND TASKS

***DENOTES CRITICAL ELEMENTS**

- *1. Develops, coordinates and supervises client services activities; hires, supervises social services/case management staff and performs timely evaluations of direct reports, supervises other staff and volunteers as assigned; enforces personnel and other policies and procedures. Duties include but are not limited to:
 - a) Conducting sessions with staff semi-monthly to discuss and coordinate goals and plan for the effective execution of departmental, program and contractually required activities.
 - b) Providing supervision at least 95% of the time, for MSW's, BSW's and interns as set forth by NASW standards or as directed and appropriate.
 - c) Arranging for special training for department and general staff relevant to program tasks, goals and procedures at least twice per year.
 - d) Completing performance appraisals in compliance with policy.
 - e) Reviewing and processing staff time, mileage and other reports to ensure these are correct and accurate.
 - f) Attending coordinating meetings with other senior staff members and compass team meetings.
 - g) Apprising the CEO and/or appropriate board oversight committee leaders of immediate concerns within 24 hours of an incident involving clients, staff and/or volunteers. (Completes incident report.)
- *2. Determines and recommends client eligibility criteria for services offered by MoWaM and updates these yearly in concert with the Board committee assigned to oversee programs; provides limited casework services to a select number of recipients (in consultation with the CEO) through timely home visits and telephone contacts.
- *3. Schedules, oversees and performs intake and/or reassessment home visits to new service recipients and recipients already being served, assists in crisis intervention as necessary and appropriate.
- *4. Ensures that Client Services Department is in full compliance with guidelines of funding sources and contracts including documentation, recordation, confidentiality etc.;
- *5. Compiles and submits monthly, quarterly, and semi-annual reports to City and County representatives in compliance with our contracts.
- *6. Develops and maintains departmental policies and procedures; reviews these bi-annually with the CEO .
- *7. Writes and circulates articles concerning the homebound; keeps staff or department managers/supervisors informed on agency policies and procedures.
- *8. Plans and monitors departmental functions to meet professional social work/case management standards; ensures that volunteers receive support and direction regarding working with and dealing with clients;
- *9. Monitors confidentiality and provide direction to all staff and volunteers in this area.
- *10. In the absence of the Intake Specialist Team, able to schedule, oversee and handle telephone intake duty to accept referrals, answer questions, and make referrals to other services.
- *11. Oversees, prepares in correct and timely manner, monthly and quarterly statistics on client demographics and departmental activities for required funding source use, staff and Board of Directors; assists with grant and funding applications.

- J
- *12. Coordinates client services' activities with relevant activities of the other departments within MoWaM; cooperates fully with others.
 - *13. Represents MoWaM at interagency meetings and on relevant task forces and in the community.
 - *14. Works closely with all staff in the development of new programs ideas.
 - *15. Provides direction on how to improve the Client Services Department and the current procedures and processes.
 - *16. Acts as a consultant to other staff, board and to the community on gerontology.
 - *17. Publishes articles and promotes the organization and clients through public speaking and promotion work.
 - a. Establishes and maintains working relationships with other social services agencies and the community.
 - b. Attends Board of Director meetings as requested and, serves on a Board Committee that promotes programs and services to our clients.
 - 18. Assists the CEO in evaluating social services program area, makes periodic recommendations for changes, and assists in evaluating overall agency operation.
 - 19. Responsible for ongoing professional education for all personnel supervised.
 - 20. Assumes other responsibilities as requested by the CEO and in the support of our mission.

Employee Signature: _____ Date: _____

MEALS ON WHEELS AND MORE, INC.

Assistant Vice President for Client Services

Revision Date: 1/29/2014

Shift/Pattern: F/T

 X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 Non – Exempt (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: Vice President for Client Services

Position (s) Supervised: All Social Workers, Case Managers, & Supportive Team Lead

JOB SUMMARY

The Assistant Vice President is responsible for the overall effective day to day operation of the Client Services Department and will carry out all the duties and responsibilities of the Vice-President in his or her absence. The Assistant Vice President will counsel with the CARE Team and offer advice on client issues and concerns. The Assistant Vice President is responsible for the personnel issues within the department including the hiring and termination of the social workers/case managers in the department. He or she will be a liaison within the community and work with agencies involved in community collaborations. He or she will stand in at meetings when the Vice-President is unable to attend. The Assistant Vice-President maintains a professional relationship with all clients, family members, co-workers, volunteers and community representatives. The Assistant Vice President is a member of the Senior Management Team. Supervises the person in the position of Supportive Team Leader.

EDUCATION, TRAINING AND WORK EXPERIENCE

-
1. Bachelor's degree in Social Work or related field and 5 years' experience
 2. Thorough understanding of the issues of aging
 3. Three or more years employment with Meals on Wheels within the Client Services Department
 4. Fluent in Spanish both in written and oral forms preferred
 5. Licensed Social Worker
-

KNOWLEDGE, SKILLS AND ABILITIES

1. Ability to work with diverse clientele, staff and volunteers
 2. Ability to advocate on behalf of both the client and the volunteers and be committed to finding solutions within each person's comfort level
 3. Ability to maintain and improve her or his professional knowledge and skills
 4. Extremely knowledgeable of the total operation at Meals on Wheels and More
 5. Ability to understand funding requirements and required documentation
 6. Knowledge of local service delivery system serving elderly and disabled individuals
 7. Able to work independently and use good judgment in everyday and crisis situations
 8. Good at planning, conceptualizing, organizing and prioritizing tasks
 9. Reliable transportation for making home visits when working on client appeals and delivering meals
 10. Supervisory/management skills
-

DUTIES, RESPONSIBILITIES AND TASKS

***DENOTES CRITICAL ELEMENTS**

RESPONSIBILITIES

1. Responsible for the overall daily operation of the Department of Client Services. Other duties include but are not limited to:
 - a. Is the point person and primary trainer for BSS Plus processes and communications between representatives from Caritas, and the staff of Meals on Wheels and More.
 - b. Responsible for the hiring and training of new Social Workers/Case Managers. Coordinates with the Supportive Team Leader and determines training schedules.
 - c. Completing a training component that includes an initial observational opportunity to document strengths and areas for improvement, a six month and annual review observing the employee in the home of the client to provide guidance and input to employees at each stage of their career development to ensure understanding of the Meals on Wheels and More operations and consistent procedures in place in the department.

Training could include topics like establishing rapport with new and ongoing clients or

defining acceptable expectations of a successful assessment interview and documentation.

Incorporate a review of the contract compliance components in the training of new staff that are critical to successful documentation in the interview process.

- d. Responsible for providing guidance and advice to the Team Leader and other staff with regard to difficult client situations involving abuse, neglect or exploitation and challenging, difficult clients.
- e. Handles personnel questions and issues working with the V.P. of Client Services and the Vice President of Human Resources.
- f. Develops measurable goals and metrics to improve productivity levels of the department and ensure accountability with regard to the CARE Team.
- g. Completes 5 month and annual performance reviews for all Social Workers and Case Managers.
- h. Training, oversight and monitoring of the CARE Team to ensure the team is meeting its goals.
- i. Provides input, advice, support and consultations on difficult cases for the CARE Team.
- j. Represents Meals on Wheels and More in the community focusing on community outreach and public speaking opportunities.
- k. Responds in a timely manner on concerns raised by volunteers and staff concerning at risk clients.
- l. Is informed of and helps maintain compliance with funding source guidelines and documents so that audits and monitoring by various funding sources are in compliance.
- m. Is knowledgeable about local resources for the elderly and the disabled.
- n. Is responsible for fulfilling back-up duties to drive when volunteers are not available and arranges for a substitute if going on vacation or out sick.
- o. Is aware of the importance of confidentiality and follows the Social Work Standards of Ethics when interacting with clients, staff and referral resources.
- p. Reviews mileage reports and AAA end of month reports to ensure accuracy and compliance.
- q. Acts as a liaison between Volunteer and Client Services Departments.

Employee Signature: _____

Date: _____

MEALS ON WHEELS AND MORE, INC.

CLIENT SERVICES INTAKE SPECIALIST

Revision Date: 3/05/2010

Shift/Pattern: FULL-TIME

_____ Exempt (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 X Non - Exempt (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: V.P. of Client Services and Asst. V.P. of Client Services

Position (s) Supervised: N/A

JOB SUMMARY

Provides technical/clerical support services and backup to client services staff. Performs intake process with potential clients.

EDUCATION, TRAINING AND WORK EXPERIENCE

1. High school graduate or GED
 2. one year of office experience
-

KNOWLEDGE, SKILLS AND ABILITIES

1. Excellent telephone and computer skills.
 2. Experience with volunteers and elderly clients preferred.
 3. Detail oriented with strong organizational skills.
 4. Knowledgeable about social service resources in the Austin Community.
-

DUTIES, RESPONSIBILITIES AND TASKS

***DENOTES CRITICAL ELEMENTS**

- *1. Determines eligibility of potential clients by screening over the phone and explains how the Meals on Wheels program operates. Determines the needs of the potential client and refers to other services when appropriate. Answers questions from perspective clients, caregivers, family members and other social service organizations about all the supportive services of Meals on Wheels and More.
- *2. Obtains accurate and complete information from the referral source. Completes intake screening process to determine the need for in-house case management services and money management assistance. Reviews the "and More" Programs with the potential clients to determine if there is an interest in those programs. If the referral source has limited knowledge about the potential Meals on Wheels Client, the intake specialist contacts the client directly or the client's family to determine the needed information either the same day or within 24 hours

of receiving the intake information. Ensures that client receives meal service, within 24, or two working days in the event of an emergency.

- *3. Enters all necessary intake data information in the computer on the day of the referral or no later than the next day, including but not limited to medical, demographic and contribution information. Communicates with the other intake specialist on staff if he or she is unable to enter information in the database in a timely way.
- *4. The intake specialist should be able to communicate the specific needs of the potential client to the assigned social worker and determine over the phone if emergency meal service is needed.
- *5. Communicates effectively and efficiently with all staff at Meals on Wheels and More to insure that operations assigned to the Intake Specialist run smoothly and that the needs of the clients and staff are best served.
- 6. Is responsible for entering service authorizations from CBA/Medicaid Waiver programs and following up with the Client's Authorized Coordinator if additional information is needed to be entered in the database.
- 7. Responds to in-house e-mails requesting services or information about area wide resources. If unable to assist, or the calls are outside our delivery area, will research services on behalf of the caller and provide any available information.
- 8. Serves in backup capacity to Administrative Team Leader to fulfill morning requirements necessary for seamless meal preparation and delivery.

Employee Signature: _____

Date: _____

Revised: 3/5/2010

MEALS ON WHEELS AND MORE, INC.

**Social Worker or Care Manager Position
For the C.A.R.E. Team**

Revision Date: 10/15/13

Shift/Pattern: F/T

☒ **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

☐ **Non – Exempt** (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: Assistant VP for Client Services

Position (s) Supervised: N/A

JOB SUMMARY

The Social Worker/Care Manager is responsible for assessing the needs and delivering services to approximately 75 clients within his or her professional competency. The position requires consistent exercise of discretion and independent judgment. The social worker/Care Manager provides acute crisis intervention to facilitate optimal adjustment either to situations of on-going stress, such as chronic mental or physical illness, or in acutely stressful situations. Makes appropriate referrals to both in-house and community services and performs complex case management and human services work. The level of work performance requires application of specialized program knowledge and service skills. Knowledge and skills are used to assist in the development of care plans based on the clients unmet needs and desire to obtain services. The Social Worker/Care Manager provides supportive case management for the length of the care plan and serves as the liason between clients, client families, caregivers, and service providers. The social worker/care manager completes a thorough psychosocial assessment and enters necessary and accurate data in the computer database. The social worker maintains a professional relationship with both the client and the family members of the client. The social worker is an advocate for his or her client. The social worker or care manager identifies problem areas and service gaps in the community and is an agent of change on behalf of the client.

EDUCATION, TRAINING AND WORK EXPERIENCE

1. Master's level degree in social work, or Gerontology, or nursing; or a Bachelor's degree in social work, Gerontology, nursing or related field with considerable work experience focusing on older adults or disabled individuals
 2. Reliable transportation for making home visits
 3. Experience and/or education may be substituted for one another.
 4. Fluency in Spanish helpful
-

KNOWLEDGE, SKILLS AND ABILITIES

1. Ability to work with a diverse clientele who have ongoing social service needs.
 2. Ability to advocate on behalf of the client and be committed to finding solutions within the client's comfort level.
 3. Ability to maintain and improve her or his professional knowledge and skills seeking ways to use the acquired knowledge.
 4. Strive to base all services on an assessment and evaluation of a client based on the client's progress and need for services.
 5. Ability to self-initiate work performance regarding assigned duties.
 6. Superior time management skills with the ability to multi-task difficult, complex cases and situations.
 7. Excellent communicator in written and oral form using language effectively and correct grammatically
 8. Ability to interact effectively and comfortably with people from all socioeconomic and disability levels.
-

DUTIES, RESPONSIBILITIES AND TASKS

*DENOTES CRITICAL ELEMENTS

- * 1. Responsible for caseload of approximately 75 homebound elderly or disabled Meals on Wheels recipients.
- * 2. Makes intake home visits to Meals on Wheels applicants to assess their functional status, support network and appropriateness for service. Makes referrals to other agencies as needed. Explains suggested voluntary contributions policy.
- * 3. Develops comprehensive, complex care plans based on the clients' needs.
- * 4. Prepares application, assessment, narrative, financial information and all AAA documents. Enters information about new clients into Client Database.

- * 5. Makes timely yearly recertification visits to recipients to review eligibility for service and to update functional, financial, community support and medical information. Updates client information on Client Database.
- * 6. Turns in all client documentation to Asst VP of Client Services for AAA processing.
- 7. Handles telephone contacts with recipients, family and other agencies between home visits.
- * 8. Follows up in a timely manner on concerns by volunteers and staff regarding clients. Makes appropriate referrals. Follows up with concerned referral source on any action taken.
- 9. Is knowledgeable about local resources for the elderly and the disabled. Maintains professional relationship with other organizations offering services for elderly and homebound people.
- *10. Is responsible for fulfilling back-up duties to drive when volunteers are not available and arranges for a substitute if going on vacation or out sick.
- 11. Is aware of the importance of confidentiality and follows the Social Work Standards of Ethics when interacting with clients, staff and referral resources.
- 12. During meal delivery hours, assists in handling questions and problems that arise concerning meal delivery.
- 13. Maintains contact with recipients who are temporarily not receiving meals; ensures that meal service is resumed or permanently discontinued as appropriate.
- 14. Remains informed of and in compliance with funding source guidelines as they apply to the social worker's/care manager's decisions and cases.
- *15. Consistently completes recertification responsibilities within the month and rarely has more than 5% carryover for the month based on the total number of assigned clients.
- * 16. Serves as a C.A.R.E. team member and responds appropriately to cases involving abuse, neglect and exploitation.
- 17. Is responsible for ongoing professional education, including learning about important issues impacting this client population; for example: Social Security, Medicare; Medicaid, and Food Stamp guidelines and should have a solid knowledge base in these programs.
- 18. Serves as a mentor to less experienced social workers.
- 19. Is responsible for assisting with training and supervising of new team members.

Employee Signature: _____ Date: _____

MEALS ON WHEELS AND MORE, INC.

Supportive Team Leader

Revision Date: 11/08/13

Shift/Pattern: F/T

 X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 Non – Exempt (If they work greater than 40 hrs. per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: Assistant VP for Client Services

Position (s) Supervised: N/A

JOB SUMMARY

The Team Leader is responsible for the daily successful operation of the Supportive Care Team to meet not only the needs of our clients but also to fulfill the mission of the Client Services Department which is to provide holistic support to improve the lives of those we serve. The position requires consistent exercise of discretion and independent judgment. The Team Leader provides guidance and counsel to the Supportive Team in an effort to maximize the efficient operation of the eligibility process and provide maximum support to our clients. The team leader will facilitate appropriate referrals to both in-house and community services. The position requires specialized program knowledge and service skills in order to monitor and meet the goals of the department. The Team Leader will oversee contract compliance as it relates to the job responsibilities of the Supportive Care Team. The Team Leader will be the liaison between the Assistant Vice President and the Supportive Care Team and provide oversight and accountability to ensure that the Team is operating at a high level of excellence.

EDUCATION, TRAINING AND WORK EXPERIENCE

1. Minimum of Bachelor's degree in social work, Gerontology, nursing or related field with five or more years of considerable work experience focusing on older adults and/or disabled individuals
-

KNOWLEDGE, SKILLS AND ABILITIES

1. Exceptional case management skills and knowledge of resources in the community.
2. Capability of establishing and measuring productivity and successful outcomes of the Supportive Care Team so that department and agency goals are achieved.
3. Ability to work with a diverse clientele who have ongoing social service needs.
4. Capability of monitoring and promoting compliance with established performance expectations
5. Ability to self-initiate work performance regarding assigned duties.
6. Superior time management skills with the ability to multi-task difficult, complex cases and situations.
7. Excellent communicator in written and oral form using language effectively and correct grammatically.
8. Reliable transportation for making home visits
9. Fluency in Spanish helpful

DUTIES, RESPONSIBILITIES AND TASKS

***DENOTES CRITICAL ELEMENTS**

1. Comprehensive detailed oversight of the operations of the supportive team.
2. Improvement of the reimbursement ratio per client/meal and ensure that contract requirements are met and all funded clients are seen within their annual anniversary dates by monitoring the recertification responsibilities of each team member.
3. Provide oversight and training on changes of practices, procedures and policies to ensure compliance by the Supportive Care Team.
4. Maintains knowledge and understanding of local and state resources for the elderly and the disabled.
5. Remains informed of and in compliance with funding source guidelines as they apply to the decisions and cases of the Supportive Care Team.
6. Is aware of the importance of confidentiality and follows the Social Work Standards of Ethics when interacting with clients, staff and community members.
7. Is responsible for the training of the Supportive Care Team in conjunction with the Assistant Vice President.

8. Serves as the Team Leader and responds appropriately to cases involving abuse, neglect and exploitation and emergency health interventions.
9. Develop uniform performance metrics for the Supportive Care Team that is reviewed each month to ensure conformity in the operations of the department.
10. Is responsible for ongoing professional education, including learning about important issues impacting this client population; for example: Social Security, Medicare; Medicaid, and Food Stamp guidelines and should have a solid knowledge base in these programs.
11. Serves as a mentor to less experienced social workers.
12. Ensure that BSS Plus screening and vouchers and data entry is complete and accurate prior to submission to Assistant Vice President.
13. Serve as a liaison between the supportive team and the CARE Team
14. Monitor work schedules and caseloads to ensure there is staff availability and coverage with regard to the Supportive Care Team.
15. Is responsible for fulfilling back-up duties to drive when volunteers are not available and arranges for a substitute if going on vacation or out sick.
16. Liaison between Meals on Wheels and More and the Area Agency on Aging to ensure accuracy in required forms completed by the Supportive Care Team. Follow-up with AAA contact on a monthly basis to correct errors.
17. Review and oversight of data completed by the Supportive Team to ensure accuracy of BSS Plus screening forms and requirements.
18. Is a team player and works to fulfill the mission of the agency and the department.

Employee Signature: _____ Date: _____

MEALS ON WHEELS AND MORE, INC.

SOCIAL WORKER/CARE MANAGER

Revision Date: 4/10/07

Shift/Pattern: F/T

 X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 Non – Exempt (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: Assistant VP for Client Services

Position (s) Supervised: N/A

JOB SUMMARY

The Social Worker/Care Manager is responsible for assessing the needs and delivering services to approximately 300 clients within his or her professional competency. The social worker/Care Manager makes appropriate referrals to both in-house and community services. The social worker develops care plans based on the clients unmet needs and desire to obtaining the services. The social worker completes a thorough psychosocial assessment and enters necessary and accurate data in the computer database. The social worker maintains a professional relationship with both the client and the family members of the client. The social worker is an advocate for his or her client.

EDUCATION, TRAINING AND WORK EXPERIENCE

Bachelor's degree in Social Work or related field
Reliable transportation for making home visits
Experience with older people preferred
Six months employment experience in social work preferred
Fluency in Spanish helpful

KNOWLEDGE, SKILLS AND ABILITIES

1. Ability to work with a diverse clientele who have ongoing social service needs.
2. Ability to advocate on behalf of the client and be committed to finding solutions within the client's comfort level.
3. Strive to maintain and improve her or his professional knowledge and skills.

4. Strive to base all services on an assessment and evaluation of a client based on the client's progress and need for services.

DUTIES, RESPONSIBILITIES AND TASKS

***DENOTES CRITICAL ELEMENTS**

RESPONSIBILITIES

- * 1. Responsible for caseload of approximately 300 homebound elderly or disabled Meals on Wheels recipients.
- * 2. Makes intake home visits to Meals on Wheels applicants to assess their functional status, support network and appropriateness for service. Makes referrals to other agencies as needed. Explains suggested voluntary contributions policy.
- * 3. Prepares application, assessment, narrative, financial information and all AAA documents. Enters information about new clients into Client Database.
- * 4. Makes timely yearly recertification visits to recipients to review eligibility for service and to update functional, financial, community support and medical information. Updates client information on Client Database.
- * 5. Turns in all client documentation to Asst VP of Client Services for AAA processing.
- 6. Handles telephone contacts with recipients, family and other agencies between home visits.
- * 7. Follows up in a timely manner on concerns by volunteers and staff regarding clients. Makes appropriate referrals. Follows up with concerned referral source on any action taken.
- 8. Is knowledgeable about local resources for the elderly and the disabled. Maintains professional relationship with other organizations offering services for elderly and homebound people.
- 9. Is responsible for fulfilling back-up duties to drive when volunteers are not available and arranges for a substitute if going on vacation or out sick.
- *10. Is aware of the importance of confidentiality and follows the Social Work Standards of Ethics when interacting with clients, staff and referral resources.
- 11. During meal delivery hours, assists in handling questions and problems that arise concerning meal delivery.
- 12. Maintains contact with recipients who are temporarily not receiving meals; ensures that meal service is resumed or permanently discontinued as appropriate.

13. Remains informed of and in compliance with funding source guidelines as they apply to worker's decisions and cases.
14. Is responsible for ongoing professional education.

Employee Signature: _____ Date: _____

MEALS ON WHEELS AND MORE, INC.

Vice President for Volunteer Services and Distribution

Revised: 10/01/10

Shift Pattern: Full-time

 X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 Non – Exempt (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: CEO

Position (s) Supervised Staff: Operations Coordinator, Volunteer Coordinator, Operations Assistants, Routing & Mapping Specialist, Volunteer Recruiter, Rural Route Driver, Congregate Route Drivers, & Manager of Sites & Distribution.

Job Summary

The Vice President for Volunteer Services & Distribution is responsible for ensuring effective and efficient operations of the Meals on Wheels and More, Meal program.

This position is responsible for:

- Oversight of operations involving the delivery of meals by both volunteers and paid staff.
- Planning and development of systems and procedures that ensure sustainability and growth of infrastructure to meet increasing demand.
- Oversight of volunteer recruitment and training.
- Oversight of management of personnel

The VP for Volunteer Services & Distribution is a member of the Senior Management team holding a leadership role in the organizational structure. This position works closely with all department heads to ensure continuity in services, communication and management.

EDUCATION, TRAINING AND WORK EXPERIENCE

1. Bachelors degree. Graduate level preferred.
2. Three years experience in working with volunteers, including recruiting, training, coordinating and managing.
3. Three years overseeing program operations.
4. Three years managerial experience.
5. Valid Texas Driver's license, automobile insurance, and reliable transportation.

KNOWLEDGE, SKILLS AND ABILITIES

1. Excellent interpersonal skills
 2. Experience with computers, data entry, data collection and maintenance.
 3. Experience in public speaking.
 4. Ability to express ideas clearly both verbally and in written form.
 5. Ability to handle multiple and changing priorities.
 6. Ability to supervise multiple staff in various levels.
 7. Organization, planning, research and supervisory skills.
 8. Ability to work independently, make decisions, problem solve and meet deadlines.
-

DUTIES, RESPONSIBILITIES AND TASKS

***DENOTES CRITICAL ELEMENTS**

- *1. Responsible for execution of personnel actions for employees under his/her _____-supervision, including but not limited to; hiring, training and evaluation.
- *2. Oversees the overall operations of the MOW meal delivery program which serve approximately 2,400 homebound elderly and disabled individuals daily. Coordinates with Operations Manager and Sites & Distribution Manger to execute effective and efficient delivery plan each day. Makes plans for coverage during the times of the year when volunteer coverage is low.
- *3. Ensures that volunteer pickup of meals at sites runs smoothly. In cooperation with Operations Manager and the Manager of Sites and Distribution, monitors site operations until all meals are picked up. Records, reports and addresses meal delivery and site problems.
- *4. Oversees client route assignments and reviews and approves questionable areas.
- *5. Oversees Rural Program (Country Wheels) and supervises route driver and distribution of program. Responsible for scanning monthly route sheets and completing billing to AAA.
- *6. Oversees distribution staff and distribution for Congregate Program to five sites.
- *7. Communicates effectively and promptly with Client Services Department as volunteer/client concerns arise. Cooperatively works with all parties to resolve concerns.
- *8. Facilitates and /or delegates weekly volunteer orientation trainings. Assigns new individual volunteers to appropriate positions, giving them the information they need to begin their volunteer jobs, i.e. time of work, location and job description. Records all new assignments in Routes and Schedule book and updates Unassigned route sheet weekly.
- *9. Oversees the input of volunteer information into the volunteer database in a timely manner. Responsible for the continual updating and maintenance of volunteer database; reviewing ways to streamline processes, reduce errors, and improve efficiencies. Maintains and reports monthly MOW statistics for Management report.

- *10. In cooperation with Volunteer Services Team, develops and writes communication to volunteers including educational materials, memos, letters, Volunteer Newsletter, etc.
- *11. Documents training curriculum and duration for necessary contractual reporting. Maintains volunteer statistics and provide necessary and timely information for contractual reporting as needed. Responsible for collecting and providing required documentation during monitoring visits.
- 12. Schedules distribution of Emergency Meals to clients three times a year and enters billing accordingly.
- 13. Conducts a survey of 25% of volunteers monthly. Conducts a survey of all volunteers every three years
- 14. Oversees the ordering of office supplies for Volunteer Services.
- 15. Responsible for planning and implementation of all volunteer recognition activities.
- 16. Oversees development and implementation of Volunteer Recruitment Plan.
- 17. Represents the organization in a professional manner at all outside functions. Available to attend functions, volunteer fairs, speaking engagements as scheduled by the CEO.or Development Department.
- 18. Actively participates in monthly COMPASS meetings and bi-monthly Senior Staff meetings.
- 19. Attends and represents Volunteer Services Department at BOD meetings.
- 20. Performs other duties as assigned.

Employee Signature: _____ Date: _____

MEALS ON WHEELS AND MORE, INC.

DIRECTOR of VOLUNTEER SERVICES

POSITION DESCRIPTION

Revised: 01/06/14

 X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 Non – Exempt (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: Vice President for Volunteer Services and Distribution

Position (s) Supervised Staff: Volunteer Management Coordinator, Volunteer Recruitment Coordinator, Volunteer Operations and Recruitment Specialist, Volunteer Services Assistants I and II, Paid Meal Managers, Paid Back-up Drivers

JOB SUMMARY

The Director of Volunteer Services is responsible for overseeing the direct management of daily MOW meal delivery operations and recruitment, management, and retention of volunteers and the supervision of staff who volunteer and work in these areas. The Director of Volunteer Services responsibilities include overseeing communication with volunteers.

The Director of Volunteer Services is part of the Volunteer Services Dept. team. She/he works closely with the Manager of MOW Distribution Program and Manager of Routing and Specialized Distribution Programs.

EDUCATION, TRAINING AND WORK EXPERIENCE

1. Bachelor's degree.
 2. Three to five years' experience in working with volunteers, including recruiting, training and coordinating.
 3. Three to five years managerial experience.
 4. Valid Texas Driver's license, automobile insurance, and reliable transportation.
-

KNOWLEDGE, SKILLS AND ABILITIES

1. Excellent interpersonal skills and poise in stressful situations.
2. Verifiable experience with computers, data collection and maintenance.
3. Experience in public speaking.
4. Ability to express ideas clearly both verbally and in written form.
5. Ability to handle multiple and changing priorities.
6. Organization, planning, research and supervisory skills.
7. Ability to work independently, make decisions, problem solve and meet deadlines.

DUTIES, RESPONSIBILITIES AND TASKS

1. Responsible for execution of personnel actions for employees under his/her supervision, including but not limited to; hiring, training and evaluation.
2. On a daily basis oversees the scheduling of all MOW volunteers. Ensures that all routes and other volunteer positions are filled. Makes plans for coverage during the times of the year when volunteer coverage is low.
3. Oversees client route assignments.
4. Promptly answers Volunteer Services Dept. telephone calls and inquires; enters volunteer cancellations into the computer; gives information to prospective volunteers.
5. Oversees Volunteer Recruitment Coordinator facilitating weekly volunteer orientation trainings and V.S. team as they assign new individual volunteers to appropriate positions, giving them the information they need to begin their volunteer jobs, i.e. time of work, location and job description.
6. Ensures that volunteer pickup of meals at sites runs smoothly. In cooperation Manager of MOW Distribution Program, monitors site operations until all meals are picked up. Records and reports site problems.
7. Oversees the input of volunteer information into the volunteer database in a timely manner and Monitoring not in list volunteers in electronic check-in system. Responsible for the continual updating and maintenance of volunteer data base.
8. Under director of V.P. and in cooperation with Volunteer Services Team, develops and writes communication to volunteers including memos, letters, Volunteer Newsletter, etc.
9. Oversees development and implementation of outreach and volunteer recruitment plan. Documents Volunteer training curriculum and duration for necessary contractual reporting and manages the collection of all required documentation for registered volunteers.
10. Supervises volunteer office staff. Develops new volunteer tasks as needed to support Volunteer Services Department and other MOWAM departments.
11. Conducts a DADS survey of all volunteer routes annually and volunteer survey of volunteers every three years.
12. Coordinate the ordering of office supplies for Volunteer Services.
12. Assist V.P. with planning and implementation all volunteer recognition activities.
13. Represents the organization in a professional manner at all outside functions. Be available to attend functions, volunteer fairs, speaking engagements as scheduled by the VPVS.
14. Performs other duties as assigned.

Employee Signature: _____

Date: _____

MEALS ON WHEELS AND MORE, INC.

MANAGER OF MOW DISTRIBUTION PROGRAM

Date: 01/15/14

Shift/Pattern: Full-time

 X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 Non – Exempt (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: Vice President for Volunteer Services and Distribution

Position (s) Supervised: Assistant Supervisor for MOW Distribution Program, 2 Delivery Clerks, 2 Hot Shot Drivers

JOB SUMMARY

The Manager of MOW Distribution Program is responsible for:

- timely and accurate delivery and distribution of hot and cold meals from Central Kitchen to volunteers or staff drivers at the satellite distribution sites;
- supervising assistant manager, MOW delivery clerks and hot shot drivers;
- coordinating maintenance of delivery vehicles, upkeep and maintenance of equipment at satellite sites and maintenance.

The position is supervised by the Vice President for Volunteer Services and Distribution. The Manager of MOW Distribution Program works closely with the Manager of Routing and Specialized Distribution Programs and Director of Volunteer Services. He/she represents the interests of MOW to the contract meal provider.

EDUCATION, TRAINING AND WORK EXPERIENCE

1. High school diploma. College education a plus.
2. Three to five years of work and supervisory experience and maintenance of fleet vehicles preferred
3. Current Texas driver's license and a good driving record.

KNOWLEDGE, SKILLS AND ABILITIES

1. Experience with volunteers.
2. Strong organizational skills; ability to work well with several departmental directors and their staffs.
3. Excellent interpersonal skills with all people with whom the position comes in contact: volunteers, co-workers, drivers etc.
4. Good math skills and ability to use maps and navigate well in MOW service area; ability to provide accurate instructions and directions.
5. Good health with the ability to lift 75 pounds.

DUTIES, RESPONSIBILITIES AND TASKS

1. Hires, trains, supervises, and evaluates Assistant Supervisor of MOW Distribution Program, Delivery Clerks and hot Shot Driver.
 - a. Conducts training and orientation of employees supervised and keeps them apprised of policies and procedures;
 - b. Ensures that time sheets, mileage sheets, personnel action forms, and completed and processed as required;
 - c. Performs timely evaluations of assigned staff (within 2 weeks);
2. Directs and is responsible for operations at satellite distribution sites. This includes but is not limited to:
 - a. Ensuring that equipment is in good working condition and is being used as efficiently as possible;
 - b. Seeing that the sites are clean and orderly;
 - c. Performing regular audits to determine if standards for receiving, holding and delivering food are being met. Implements corrective action as necessary. Works with and advises Vice President for Volunteer Services and Distribution of problems and corrective action(s) needed.
 - d. Maintaining good relationships with the host sites and their staff and representatives.
3. Oversees loading of delivery (cargo) vans at Central Kitchen with hot or cold meals and cold bags. This includes but is not limited to the following:

- a. implements procedures for daily checks to verify that the correct number of meals and cold bags are being loaded for each site;
 - b. accomplishes the above in timely manner so that vans consistently reach distribution sites by 10:45 a.m. or earlier.
 - c. verifies that the correct number of meals and colds bags are removed from the vans headed to the corresponding sites and loaded onto the hot shot vehicle (applies when hot shot van is assigned routes from distribution sites).
4. Coordinates with Facilities and Maintenance Director to develop, implement and maintain fleet of cargo van and other vehicles:
 - a. schedules service, repairs and inspection for all vehicles; ensures that maintenance is done regularly.
 - b. ensures delivery vehicles are kept clean and sanitary and enforces no smoking policy in MOWAM vehicles. (Vehicles are seen in the community must present a good picture of the organization).
 - c. keeps the vehicle used by the Manager fueled, serviced, checking oil and tires regularly, etc.
 - d. maintains record of mileage for all fleet vehicles.
5. Reports accidents and/or damage to any fleet vehicle to office within 24 hours of any occurrence. Trains drivers to report any accident, damage or other incidents; trains drivers what to do in case of accidents.
6. Serves as substitute delivery clerk and back-up driver for undelivered routes as needed.
7. Supervises or performs duties related to maintenance and appearance of the physical plant.
8. Assumes other responsibilities as directed by the Vice President of Volunteer Services.

Employee Signature: _____ Date: _____

MEALS ON WHEELS AND MORE, INC.

Manager of Routing and Specialized Distribution Programs

Revision Date: 01/17/14

Shift/Pattern: Full-time

 X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 Non – Exempt (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: Vice President for Volunteer Services and Distribution

Position (s) Supervised: Assistant Supervisor of Routing and Specialized Distribution Programs, 1 City Congregate Delivery Clerk, 1 Wilco Delivery Clerk, 1 Meals for Kids Delivery Clerk, and 2 Country Wheels Delivery Clerks

JOB SUMMARY

The position is supervised by the Vice President for Volunteer Services and Distribution. The Manager of Routing and Specialized Distribution Programs works closely with Manager of MOW Distribution Program and Director of Volunteer Services. He/she represents the interest of MOW to the contract Meal providers.

The Manager of Routing and Specialized Distribution Programs is responsible for:

- Coordinates and maintaining all routing and mappings systems for all Distribution Programs; MOW, CW, WilCo, Seton, and 2nd Meals.
 - Overseeing timely and accurate morning loading and accurate delivery and distribution to sites and/or clients by staff. Monitoring GPS system.
 - Supervising Assistant Supervisor and Specialized Program Delivery Clerks.
 - Assisting with coordination of maintenance of delivery vehicles and equipment.
 - Assisting with monitoring of compliance requirements.
-

EDUCATION, TRAINING AND WORK EXPERIENCE

1. Bachelor's degree with experience using mapping software.
2. Three to five years of work and supervisory experience and maintenance of fleet vehicles preferred
3. Valid Driver's license, proof of insurance, and a good driving record.

KNOWLEDGE, SKILLS AND ABILITIES

1. Ability to read and understand maps, mapping systems and software and provide accurate instructions and directions.
 2. Knowledge of City of Austin and Travis County and surrounding areas and counties.
 3. Experience with computers, data entry, data collection, and maintenance.
 4. Excellent interpersonal skills with all people with whom position comes in contact: volunteers, coworkers, employees, management, site staff and program funding agencies.
 5. Ability to express ideas clearly both verbally and in written form.
 6. Strong organizational skills; ability to work well with several departmental directors and their staff.
 7. Ability to lift 75 pounds.
-

DUTIES, RESPONSIBILITIES AND TASKS

1. Primary responsibility for routing and mapping for all MOWAM Distribution Programs
 - a. Responsible for routing new clients and rerouting change of addresses daily in the MOW Delivery program.
 - b. In the MOW Program, continually readjust routes so they run as efficiently as possible. Goal is for Volunteers to deliver a route within one lunch break, ideally one hour.
 - c. Revise and create new maps as needed. Purchase current map books for Volunteer Services and Distribution Departments as budgeted.
 - d. Coordinates and schedules the delivery of the purple breakfast bags and manages holiday delivery schedule.
 - e. Promptly answers telephone calls of lost volunteers and directional assistance inquiries.
 - f. Create routes and maps for the additional Distribution Programs; WilCo, Country Wheels, Seton, 2nd Meals, City/County Congregate, and Meals for Kids as needed.
2. Hires, trains, supervises, and evaluates Assistant Supervisor of Routing and Specialized Distribution Program, 5 Specialized Delivery Clerks.
 - a. Conducts training and orientation of employees supervised and keeps them apprised of policies and procedures.
 - b. Ensures that time sheets, mileage sheets, personnel action forms, and completed and processed as required.
 - c. Performs timely evaluations of assigned staff (within 2 weeks);
3. Directs and is responsible for distribution to all City/County Congregate satellite distribution sites. This includes but is not limited to:

- a. Ensuring that vehicles, coolers and equipment is in good working condition and is being used as efficiently as possible.
 - b. Performing regular audits to determine if standards for receiving, holding and delivering food are being met. Implements corrective action as necessary. Works with and advises Vice President for Volunteer Services and Distribution of problems and corrective action(s) needed.
 - d. Maintaining good relationships with the Specialized Program sites and their staff and representatives.
4. Oversees loading of delivery vans at Central Kitchen with hot or cold meals and cold bags. This includes but is not limited to the following:
- a. implements procedures for daily checks to verify that the correct number of meals and cold bags are being loaded for each site;
 - b. accomplishes the above in timely manner so that vans consistently reach distribution sites by 10:45 a.m. or earlier.
5. Works in collaboration with Manager of MOW Program and Assistant Supervisor with Facilities and Maintenance Director to develop, implement and maintain fleet of cargo van and other vehicles:
- a. schedules service, repairs and inspection for all vehicles; ensures that maintenance is done regularly.
 - b. ensures delivery vehicles are kept clean and sanitary and enforces no smoking policy in MOWAM vehicles. (Vehicles are seen in the community must present a good picture of the organization).
 - c. keeps any vehicle used by the Manager fueled, serviced, checking oil and tires regularly, etc.
6. Reports accidents and/or damage to any fleet vehicle to office within 24 hours of any occurrence. Trains drivers to report any accident, damage or other incidents; trains drivers what to do in case of accidents.
7. Serves as substitute delivery clerk and back-up driver for Programs and undelivered routes as needed.
8. Assumes other responsibilities as directed by the Vice President of Volunteer Services and Distribution.

Employee Signature: _____

Date: _____

MEALS ON WHEELS AND MORE, INC.

Director of Nutrition Services

Revision Date: 10/1/2012

Shift/Pattern: F/T

 X **Exempt** (Are not eligible for overtime compensation and meet DOL tests for being exempt. They are expected to accomplish all duties and responsibilities and are not bound by workday or workweek parameters.

 Non – Exempt (If they work greater than 40 hrs per week are eligible for overtime compensation as provided for in these policies and under DOL rules and tests.

Supervisor: Vice President & CPO

Position (s) Supervised: Nutrition Service Coordinator

JOB SUMMARY

The Director of Nutrition Services, a Registered Dietitian, will serve as Chief Liaison between Meals on Wheels and More and Valley Innovative Services. He/She will provide oversight of kitchen operations, menu development and compliance with the latest Dietary Guidelines for Americans, and quality assurance. In addition, he or she will assist in formulating and providing nutrition information to clients and department staff. The Director of Nutrition Services is responsible for assessing the nutritional needs of our clients by maintaining current knowledge of the nutritional needs of older adults and those we serve. The Director of Nutrition Services will document all activities in one monthly report and attend staff meetings as required by the VP & CPO.

EDUCATION, TRAINING AND WORK EXPERIENCE

1. Bachelor's Degree or Master's Degree in Nutrition and Dietetics.
2. Registered and licensed in the State of Texas.
3. Experience working with older people preferred.
4. Fluency in Spanish helpful.
5. Interpersonal and management skills

KNOWLEDGE, SKILLS AND ABILITIES

1. Ability to work with a diverse clientele who have ongoing dietary needs.
2. Ability to advocate on behalf of the client and be committed to finding solutions within the client's comfort level.
3. Strive to maintain and improve her or his professional knowledge and skills.
4. Strive to base all services on an assessment and evaluation of a client based on the client's progress and need for services.

5. Knowledge of the most recent Dietary Guidelines for Americans.
 6. Ability to work independently and in a team setting.
 7. Ability to enter and retrieve accurate computer data and run necessary reports.
-

DUTIES, RESPONSIBILITIES AND TASKS

***DENOTES CRITICAL ELEMENTS**

1. Documents and reports on program activities/accomplishments each month to the VP & CPO.
2. Responsible for ongoing professional education to keep licensure current.
3. Acts as Chief Liaison between Meals on Wheels and More and Valley Innovative Management staff to facilitate communication and improve daily working relation.
4. Oversees kitchen operations, menu development, and meal preparation, to ensure food safety precautions are met, menus meet 1/3 DRI and adhere to the latest Dietary Guidelines for Americans, and quality control measures are in place.
5. Is informed of and in compliance with Health Department guidelines that impact the Meals on Wheels commercial kitchen.
6. Maintains and monitors a Food Concerns Database and addresses appropriate concerns as needed.
7. Review nutritional screening tools used by Meals on Wheels to ensure delivery of high quality services.
8. Oversees Nutrition Education development for all clients served.
9. Is aware of the importance of confidentiality and abides by HIPPA Privacy Standards and Social Work Standards of Ethics when interacting with clients, staff and referral resources.
10. Communicates nutritional needs with medical personnel as needed to ensure that each client receives the appropriate diet for their unique needs.
11. Oversees/provides appropriate nutrition phone consultations that address food and health concerns. Documents the number of nutritional consults completed monthly on behalf of our clients.
12. Is knowledgeable about local resources for the elderly and the disabled. Maintains professional relationship with other organizations offering services for elderly and homebound people.
13. Provides Client Services Department In-Services on a quarterly basis. Works closely with Client Services Department to assist with nutrition and health inquiries and needs of our clients.
14. Manages meal contracts by meeting with contracts' designated staff to discuss menus and other issues in addition to distributing information to meal contracts in order to fulfill nutrition requirements (menus, nutrient analysis, serving guides, substitution lists).
15. Signs up to back up drive once per month.

Employee Signature: _____

Date: _____

THIRTEEN CORE EMPLOYEE COMPETENCIES

- 1. Performs timely, correct and quality work.**
- 2. Has positive attitude, does whatever-it-takes to fulfill job and mission.**
- 3. Attendance is regular and prompt.**
- 4. Uses time wisely.**
- 5. Follows rules and procedures.**
- 6. Shares information with those who need it**
- 7. Performs whatever duties and assignments in support of MoW&M's mission as requested.**
- 8. Greets and acknowledge co-workers and visitors.**
- 9. Does not distract or interfere with other's time and work.**
- 10. Conduct and attire are appropriate.**
- 11. Makes him/herself available to back up drive.**
- 12. Attends appropriate meetings; is prompt; and participates.**
- 13. Wears employee ID badge.**

Employee Signature: _____

Date: _____

Current

VII. NON-SMOKING REGULATION

A. POLICY

1. MoWaM prohibits the smoking or carrying of a lighted cigar, cigarette, pipe or other burning tobaccos in any enclosed area of MoWaM offices, kitchen or vehicles.
2. Staff and volunteers are prohibited from smoking in the presence of clients and while physically carrying food and prepared meals for delivery to clients.

B. REPORTING

Any break in the non-smoking policy shall be reported to a supervisor or safety officer immediately.

Proposed Policy

A. TOBACCO FREE WORKPLACE POLICY


MoWaM in an effort to promote and protect the health and well-being of staff, clients and visitors shall maintain a tobacco free workplace. Effective 04/15/2014 the use of tobacco products are prohibited in and on MoWaM property, within 15 feet of public entrances and in MoWaM vehicles. This includes the smoking of any tobacco product and the use of oral tobacco products or "spit" tobacco, and it applies to both employees and non-employee visitors of MoWam. Staff are directed to inform visitors they are hosting on property of this policy. Staff and volunteers are prohibited from using tobacco products in the presence of clients and while physically carrying meals for delivery and providing services to clients.

MoWaM will offer cessation assistance to employees in need of services via MoWaMs' Employee Assistance Program or other service providers.

B. REPORTING

Any breach of the Tobacco Free Workplace policy should be reported to a supervisor or member of management immediately.

A quorum was present and the Board approved the Tobacco Free Workplace Policy.



Sam Houston
Board Secretary
Meals on Wheels and More, Inc.

March 20, 2014

Date



Health and Wellness Program

Goal: To promote healthy lifestyle choices, encouraging healthful eating habits, increased activity and stress reduction.

Meals on Wheels places great value on the well-being of our employees and will promote healthy lifestyle choices by way of the following activities:

- MOWAM will increase awareness of health related issues.
- Decision prompts will be posted to encourage healthful choices.
- Salad bar potluck is sponsored quarterly.
- Nutritious foods will be served at all MOWAM employee functions.
- Quarterly educational materials will be distributed to staff promoting a healthy lifestyle.
- Annual Flu shots at low to no cost will be provided.
- Incentive program and materials to promote physical activity will be offered quarterly.
- Organized walking during break periods will be encouraged spring-fall.
- Paid time off is given for volunteering.
- Yoga and/or exercise classes will be offered on-site as budget allows.
(employee who choose to attend class offerings will do so in lieu of taking a lunch and should plan to have a working lunch on class days)
- Health fair will be provided annually.
- EAP services including, counseling, health coach and other services, is provided free of charge.

Workplace Violence Prevention

Policy Statement

Meals on Wheels and More is committed to preventing workplace violence, and maintaining a safe work environment. Acts of intimidation, coercion, bullying, and harassment, threats of violence or actual violence is strictly prohibited on agency premises and while representing MOWAM off-premises. All staff, including paid employees, independent contractors and volunteers, are expected to treat one another with courtesy and respect at all times. Staff is expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are ~~strictly~~ prohibited to the extent allowed by law, in and on MOWAM property and vehicles.

Reporting

Suspicious individuals or activities should be reported as soon as possible to a member of the management team. If a commotion or disturbance is seen or heard, employees are instructed not to try to intercede or see what is happening. Employees are not to place themselves in peril. Notify a member of management immediately.

Any employee that is in conflict with another is strongly encouraged to attempt to resolve the conflict or to seek assistance in doing so from the Human Resources Department, the Employee Assistance Program or a member of management. MOWAM encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence.

Employees are required to report any knowledge of acts of intimidation, coercion, bullying, and harassment, threats of violence or actual violence on agency premises or at an off-site agency-sponsored event to the Director of Human Resources or a supervisor. When reporting, employees must be as specific and detailed as possible. Supervisors will report to the Director of Human Resources, or the President and CEO in the Director of Human Resources' absence. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. MOWAM will not condone any form of retaliation against any employee for making a report under this policy.

MOWAM will conduct a prompt and thorough investigation. In order to maintain workplace safety and the integrity of its investigation, the agency may suspend employees, with or without pay, pending the investigation outcome.

Any employee found to have committed an act of intimidation, coercion, bullying, harassment, a threat of violence or actual violence will be subject to disciplinary action, up to and including immediate termination of employment.

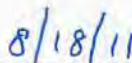
Intimate Partner Violence

Employees experiencing intimate partner violence (IPV) are advised to notify the Director of Human Resources when Meals on Wheels and More is named on an Order of Protection or Restraining Order so that measures to keep the workplace safe for all may be put in place. Supervisors who are aware of an employee experiencing IPV will notify the Director of Human Resources to discuss possible accommodations for the employee.

A quorum was present and the Board approved the Personnel Policy Change – Workplace Violence Prevention Approval on Thursday, August 18, 2011.



Sam Houston
Board Secretary



Date

Created On: 01/07/10
Revised On: 08/18/11

Section 0615

Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

| | |
|---|--|
| <p>Select only one (1) of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment | <p>Select only one (1) of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input checked="" type="checkbox"/> Seniors & Persons with Disabilities |
|---|--|

If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

| | |
|--|--|
| <p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input checked="" type="checkbox"/> Problem Prevention <input checked="" type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment | <p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities |
|--|--|

Section 0640

Program Performance Measures and Goals

OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

| <u>OUTPUT # 1 (Required)</u> | <u>City of Austin</u> Annual Goal | <u>All Other</u> <u>Funding Sources</u> Annual Goal | <u>TOTAL</u> (City. + All Other) Annual Goal |
|---|--------------------------------------|---|--|
| Number of unduplicated clients served per 12-month contract period | 310 | 2,590 | 2,900 |

| <u>OUTPUT # 2 (Required)</u> | <u>City of Austin</u> Goal | <u>All Other</u> <u>Funding Sources</u> Goal | <u>TOTAL</u> (City + All Other) Goal |
|--|-------------------------------|--|---|
| Number of unduplicated clients served during the initial 36-month contract period | 490 | 4,085 | 4,575 |

| <u>OUTPUT # 3 (Proposed)</u> | <u>City of Austin</u> Annual Goal | <u>All Other</u> <u>Funding Sources</u> Annual Goal | <u>TOTAL</u> (City + All Other) Annual Goal |
|--|--------------------------------------|---|---|
| Number of 1st meals prepared during the 12-month contract period | 54,570 | 455,430 | 510,000 |

| <u>OUTPUT # 4 (Proposed)</u> | <u>City of Austin</u> Annual Goal | <u>All Other</u> <u>Funding Sources</u> Annual Goal | <u>TOTAL</u> (City + All Other) Annual Goal |
|--|--------------------------------------|---|---|
| Number of 1st meals prepared during the initial 36-month contract period | 163,710 | 1,366,290 | 1,530,000 |

OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

| Total Program Performance – OUTCOME # 1 (Required) | Total Program Annual Goal |
|---|------------------------------|
| Number of households that maintain housing or transition into housing (numerator) | 2188 |
| Total Number of households served (denominator) | 2575 |
| Percent of households that maintain housing or transition into housing (outcome rate) | 85 % |

| Total Program Performance – OUTCOME # 2 (Proposed) | Total Program Annual Goal |
|--|------------------------------|
| Number of meal clients who have improved or maintained their nutrition status while on meals for six months or longer (numerator) | 1129 |
| Total number of unduplicated clients rescored (denominator) | 1441 |
| Percent of meal clients who have improved or maintained their nutritional status (outcome rate) | 78% |

Section 0640

Program Performance Measures and Goals

| Total Program Performance – OUTCOME # 3 (Proposed) | Total Program Annual Goal |
|--|---------------------------|
| Number of clients over 60 whose overall health has improved or remained stable over the past three months (numerator) | 770 |
| Total Number of unduplicated clients over 60 (denominator) | 1100 |
| Percent of clients whose overall health has improved or remained stable over the past three months. (outcome rate) | 70% |

(For additional Output or Outcome measures, copy and paste the blocks above and re-number accordingly)

Section 0645

Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

| List Program Staff by Title | Program Staff FTE's |
|-------------------------------------|----------------------------|
| PRESIDENT/CEO | .51 |
| CHIEF OPERATING OFFICER/CFO | .51 |
| M.I.S. MANAGER | .31 |
| V.P. HUMAN RESOURCES | .51 |
| EXECUTIVE ASSISTANT | .51 |
| DATABASE MANAGER | .51 |
| ASST VP/DIRECTOR OF FINANCE | .38 |
| SUPERVISOR OF PAYROLL/PAYABLES | .51 |
| ACCOUNTING SPECIALIST | .51 |
| PAYROLL/PAYABLES ASSISTANT | .18 |
| HR ASSISTANT | .51 |
| DIRECTOR OF PURCHASING & FACILITIES | .51 |
| DIRECTOR OF NUTRITION SERVICES | .78 |
| NUTRITION SERVICES COORDINATOR | .44 |
| CHIEF PROGRAM OFFICER | .51 |
| DIRECTOR OF DEVELOPMENT | .01 |
| GRANT MANAGER | .01 |
| MANAGER OF DONOR RELATIONS | .01 |
| MANAGER EMKTG AND ECOMMUNICATIONS | .01 |
| COMMUNICATIONS MANAGER | .79 |
| DEVELOPMENT ASSISTANT | .01 |
| ASSISTANT GRANT WRITER | .01 |
| DEVELOPMENT ASSOCIATE | .01 |
| DEPOSIT SPECIALIST | .83 |
| CUSTOMER SERVICE SPECIALIST | 2.58 |
| BILLING SUPERVISOR | 1.00 |
| BILLING/RECONCILIATION ACCOUNTANT | .60 |
| BILLING ASSISTANT | .40 |
| V.P. CLIENT SERVICES | .31 |
| ASST VP CLIENT SERVICES | .59 |
| SOCIAL WORKER/CARE MANAGER | 7.42 |
| ADMINISTRATIVE TEAM LEADER | .88 |
| INTAKE SPECIALIST | 1.76 |
| ADMIN ASSISTANT CLIENT SERVICES | 1.18 |
| SPECIAL PROGRAM ADMINISTRATOR | .01 |
| PALS PROGRAM COORDINATOR | .01 |
| GROCERIES TO GO COORDINATOR | .01 |
| V.P. VOLUNTEER SERVICES | .70 |

Section 0645
Program Staff Positions and Time

| | |
|---------------------------------------|-------|
| VOLUNTEER SERVICES COORDINATOR | .88 |
| VOLUNTEER RECRUIT SPECIALIST/VOL ASST | .88 |
| VOLUNTEER OPERATIONS MANAGER | .88 |
| ROUTING/MAPPING SPECIALIST | .56 |
| MEAL MANAGER/BACKUP DRIVER | .63 |
| BACK UP DRIVER | 3.26 |
| MEAL MANAGER | .55 |
| VOLUNTEER SERVICES ASSISTANT | 1.49 |
| SITES AND DISTRIBUTION MANAGER | .82 |
| ASSISTANT MANAGER SITES & DIST | .77 |
| DRIVER | 5.15 |
| DELIVERY CLERK | 3.49 |
| RURAL DRIVER/SUPERVISOR | .10 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL FTEs = | 45.79 |

Section 0650 Program Budget and Narrative

Program Budget

Applicant must input all proposed budget line items per the applicable Life Continuum categories.

- **ALL LINE ITEM AMOUNTS MUST BE WHOLE DOLLARS ONLY.**
- The dollar amount requested in your Application's Program Budget and Narrative must reflect a twelve (12) month amount of funding.
- The dollar amount requested in your Application's Program Budget and Narrative must be budgeted under one or more of the Life Continuum categories (Early Childhood, Youth, Adults & Families, Seniors & Persons with Disabilities).
- The Personnel line item includes Salaries plus Benefits (combined).
- General Operating Expenses: Include for this line item all operating expenses which are NOT included in any other line item). Examples are any Travel/ Training/ Conferences WITHIN Travis County, Insurance/Bonding, Audit expenses, equipment costing \$5,000 or less, general office supplies, rent; utilities, telecommunications, postage, etc.
- Consultants/Contractuals: Applicants shall combine all proposed amounts into one line item, but shall provide separate details for each relevant item in the Program Subcontractors form. Only consultant/contractual expenses for direct client services are to be included here; other consultant/contractual services should be included in General Operating Expenses.
- Direct Assistance to Clients includes rent, mortgage, utilities, or transportation costs, etc.
- "Amount Funded by ALL OTHER Sources" is the balance of funding from all sources other than the City of Austin.
- "Total Budget" is the sum of all funding sources, which is the entire cost of the program.
- Calculate and check all subtotals and totals, including the percentages by funding source at the bottom, and ensure all line item amounts, subtotals, and totals are in WHOLE DOLLARS.

Section 0650
Program Budget and Narrative

| Program's Line Item Budget | EARLY CHILDHOOD Amount | YOUTH Amount | ADULTS & FAMILIES Amount | SENIORS & PERSONS WITH DISABILITIES Amount | Amount Funded by ALL OTHER Sources | TOTAL Budget (ALL funding sources) |
|---|---------------------------------------|-------------------------|---|---|---|---|
| PERSONNEL | | | | | | |
| 1. Salaries plus Benefits | | | | 109,141 | 1,932,472 | 2,041,613 |
| A. Subtotals: PERSONNEL | | | | 109,141 | 1,932,472 | 2,041,613 |
| OPERATING EXPENSES | | | | | | |
| 2. General Operating Expenses | | | | 65,142 | 704,871 | 770,013 |
| 3. Consultants/ Contractuals | | | | | | |
| 4. Staff Travel - <u>Out of Travis County</u> | | | | | | |
| 5. Conferences/Seminars - <u>Out of Travis County</u> | | | | | | |
| B. Subtotals: OPERATING EXPENSES | | | | 65,142 | 704,871 | 770,013 |
| DIRECT ASSISTANCE for PROGRAM CLIENTS | | | | | | |
| 6. Food/Beverage for Clients | | | | 260,000 | 972,250 | 1,232,250 |
| 7. Financial Assistance for Clients | | | | | | |
| 8. Other (<i>specify</i>) | | | | | | |
| C. Subtotals: DIRECT ASSISTANCE | | | | 260,000 | 972,250 | 1,232,250 |
| CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>) | | | | | | |
| 9. Capital Outlay | | | | | | |
| D. Subtotals: CAPITAL OUTLAY | | | | | | 0 |
| TOTALS | | | | | | |
| GRAND TOTALS (A + B + C + D) | | | | 434,283 | 3,609,593 | 4,043,876 |
| PERCENT SHARE of Total for Funding Sources: | % | % | % | 10.7% | 89.3% | 100% |

Section 0650 Program Budget and Narrative

Program Subcontractors

| SUBCONTRACTOR #1 | | |
|--|---------------------------------------|---------------------------|
| Name of Subcontractor | | |
| Term of Subcontract (<i>mm/dd/yyyy</i>) | Start date: | End date: |
| Services to be Subcontracted | | |
| Number of Clients to be Served (<i>if applicable</i>) | | |
| Dollar Amounts by Funding Source: | | |
| <u>CITY of AUSTIN amount</u> \$ | <u>ALL OTHER Sources amount</u> \$ | <u>TOTAL</u> \$ |

| SUBCONTRACTOR #2 | | |
|--|---------------------------------------|---------------------------|
| Name of Subcontractor | | |
| Term of Subcontract (<i>mm/dd/yyyy</i>) | Start date: | End date: |
| Services to be Subcontracted | | |
| Number of Clients to be Served (<i>if applicable</i>) | | |
| Dollar Amounts by Funding Source: | | |
| <u>CITY of AUSTIN amount</u> \$ | <u>ALL OTHER Sources amount</u> \$ | <u>TOTAL</u> \$ |

| SUBCONTRACTOR #3 | | |
|--|---------------------------------------|---------------------------|
| Name of Subcontractor | | |
| Term of Subcontract (<i>mm/dd/yyyy</i>) | Start date: | End date: |
| Services to be Subcontracted | | |
| Number of Clients to be Served (<i>if applicable</i>) | | |
| Dollar Amounts by Funding Source: | | |
| <u>CITY of AUSTIN amount</u> \$ | <u>ALL OTHER Sources amount</u> \$ | <u>TOTAL</u> \$ |

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)

Section 0650 Program Budget and Narrative

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form.
Explanations for the "Other Sources" line items are not required.

| PERSONNEL | NARRATIVE/ Descriptions |
|--|---|
| 1. Salaries and Benefits | Salaries and benefits relating to administration and operation of the Meals on Wheels program. |
| OPERATING EXPENSES | |
| 2. General Operating Expenses | Building maintenance, utilities, printing, office supplies, telephone, security, janitorial, postage, food transportation, insurance, employee training, mortgage interest, depreciation. |
| 3. Consultants/ Contractuals | Per the instructions, we do not include consultant fees that are not directly related to client assistance. |
| 4. Staff Travel - <u>OUT of Travis County</u> | |
| 5. Conferences/Seminars/ Training - <u>OUT of Travis County</u> | |
| DIRECT ASSISTANCE | |
| 6. Food/Beverage for Clients | Purchasing, preparation, and packaging of meals. |
| 7. Financial Assistance for Clients | |
| 8. Other Direct Assistance (must specify) | |
| CAPITAL OUTLAY | |
| 9. <u>Capital Outlay</u> (must specify) | |

Section 0655 Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

| Funding Sources | Grant/Contract Name | Funding Period Start (mm/dd/yyyy) | Funding Period End (mm/dd/yyyy) | Funding Amount |
|---|--|---|---|-----------------------|
| City of Austin | Social Services Contract | 10/01/2015 | 09/30/2016 | \$434,283 |
| | | | | |
| NO other funding is secured for FYE 09-30-2016. | However, in FYE 09-30-2014 the following funding is secured and is expected to continue: | | | |
| | | | | |
| Travis County | Social Service Contract | 01/01/2014 | 09/30/2014 | 117,622 |
| Federal | Dept. of Human Services - Title XX | 10/01/2013 | 09/30/2014 | 657,806 |
| Federal | Dept. of Human Services - CBA | 10/01/2013 | 09/30/2014 | 393,822 |
| Federal | CAPCOG – AAA | 10/01/2013 | 09/30/2014 | 546,118 |
| State | Dept. of Agriculture | 02/01/2013 | 01/31/2014 | 449,468 |
| Contributions | Restricted Contributions | 10/01/2013 | 09/30/2014 | 623,048 |
| Contributions | Program Contributions | 10/01/2013 | 09/30/2014 | 63,258 |
| Other | Interest | 10/01/2013 | 09/30/2014 | 13,110 |
| Other | Fundraising-Grants, contributions, special events | 10/01/2013 | 09/30/2014 | 671,497 |
| Other | Outside sales, Misc. revenue | 10/01/2013 | 09/30/2014 | 73,844 |
| | | | | |
| | | | | |
| FUNDING AMOUNT TOTAL: | | | | \$4,043,876 |

Section 0835: Non-Resident Bidder Provisions

Company Name Meals on Wheels and More

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____